Ovid Technologies. Inc.
Master Subscription Agreement

This Master Subscription Agreement (the "**Agreement**"), dated as of April 15th, 2024 is between Ovid Technologies, Inc. or its applicable affiliate (pursuant to Section 11.1) ("**Ovid**") and Sistema Sanitario Publico de Andalucia- Biblioteca Virtual (Fundacion Publica Andaluza Progreso y Salud MP), having offices at Calle Avda. Americo Vespucio, 15 Edificio S-2 Sevilla, 41092 ("**Subscriber**"), and provides for Ovid to grant a subscription to Subscriber to access and use the Online Tools (as defined below), subject to the terms and conditions of this Agreement. Ovid and Subscriber are each referred to herein as a "**Party**" and collectively as the "**Parties**."

1. DEFINITIONS.

1.1. "**Archives**" means the specific journal archives specified in any applicable Order.

1.2. "**Authorized Sites**" means the physical addresses specified in any applicable Order.

1.3. "**Authorized Users**" means individual users of Subscriber who are authorized to access the Online Tools subscribed to hereunder from or through the Authorized Sites in accordance with the following, as applicable based upon Subscriber's entity type:

- Corporate Market: (i) employees of Subscriber and (ii) independent contractors of Subscriber, each of the persons in (i) or (ii) being bound by a legal obligation to comply with this Agreement, solely to the extent such employees and independent contractors are accessing the Online Tools in accordance with the Permitted Use.
- Academic Institution: currently enrolled students, faculty, and staff of Subscriber, and authorized walk-in users, solely to the extent such enrolled students, faculty, staff and walk-in users (while such walk-in users are physically present at the Academic Institution) are accessing the Online Tools in accordance with the Permitted Use.
- Medical Service Provider: (i) healthcare professionals employed by Subscriber and (ii) independent contractors of Subscriber, each of the persons in (i) or (ii) being bound by a legal obligation to comply with the terms of this Agreement, solely to the extent such employees and independent contractors are accessing the Online Tools in accordance with the Permitted Use.
- Public Library: library staff of Subscriber and walk-in patrons, solely to the extent such library staff and walk-in patrons are accessing the Online Tools while physically present at the library and in accordance with the Permitted Use.

For purposes of this Agreement, any individual users of institutions, associations or organizations (i) related or affiliated with Subscriber, or (ii) acquired by or merged with Subscriber during the term of this Agreement, will not be deemed "Authorized Users" without Ovid's express written consent or unless expressly provided for in any applicable Order.

1.4. "**Books**" means the specific editions of the electronic books specified in any applicable Order. If an Order does not specify an edition, the edition will be the current edition of the applicable electronic book as of the Order Effective Date. Books subscriber to on a Subscription Basis, unless unavailable due to an Information Provider's terms, will include the most current edition available through Ovid. Books subscribed to on a Perpetual Access Basis only include the specific edition specified in the applicable Order.

1.5. "**Databases**" means the specific electronic databases specified in any applicable Order.

1.6. "**Documentation**" means any instructional materials relating to the Ovid Platform as provided in hardcopy or electronic form during the term of this Agreement.

1.7. "**Effective Date**" means the earliest date of access to any Online Tools hereunder.

1.8. "**Information Providers**" means content providers that have licensed to Ovid content included in one or more Online Tools.

1.9. "**Journals**" means the specific electronic journals specified in any applicable Order.

1.10. "**Online Tools**" means the Databases, Journals, Archives, Books and/or Other Content ordered by Subscriber pursuant to one or more Orders, designated as "Online Tools" on the applicable Order.

1.11. "**Order**" means an order form for subscribing to one or more Online Tools that Ovid and Subscriber may enter into hereunder from time to time.

1.12. "**Order Effective Date**" means the date on which the applicable Order was entered into by Ovid and Subscriber.

1.13. "**Other Content**" means the Online Tools identified as "Other Content" in any applicable Order.

1.14. "**Permitted Use**" means the limited purposes for which Authorized Users may use the Online Tools, specifically (i) online use of and access to the Online Tools for internal management, reference, education, research, and training purposes; (ii) using the provided "print" and "save" functionality through the Platform for limited portions of the Online Tools; (iii) for interlibrary loan ("**ILL**") purposes, transmit data obtained from searches through Subscriber's traditional ILL policies and procedures by mail, fax or secure electronic transmission, which method may not include electronic mail, and in compliance with Section 108 of the United States Copyright Act, and (iv) such other uses as may be set forth or referenced in an applicable Order. The Permitted Use for specific Online Tools may vary, and additional and/or different uses may be permitted if and to the extent specified in the applicable Order. The use of the Online Tools can be incorporated into course packs and e-reserves only through the use of Jumpstarts. For purposes of this Agreement, "Jumpstarts" shall be defined as links from Subscriber's Web pages to virtually any point within an Ovid session.

For pay-per-view ("**PPV**") deposit account journal article access, an Authorized User 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 the Authorized User will need to access any additional copy or copies from the PPV-deposit website.

For content owned by or licensed to Wolters Kluwer Health, Inc., the final accepted manuscript of an author who is associated to one of the subscribing institutions as set forth on the Order may be posted on the Author's own personal website, the Author's internal university or corporate network/intranet, a discipline-specific repository, or in an institutional repository owned and operated by the Author's institution at any time.

1.15. "**Perpetual Access Basis**" means a perpetual subscription for the applicable Online Tools.

1.16. "**Platform**" means, as applicable, (i) the search and retrieval application software made available to Subscriber through the Ovid online platform and any modifications, enhancements, updates, upgrades or new releases to the foregoing (the "**Ovid Platform**"); or (ii) the third party platforms made available to Subscriber to access the Online Tools and any modifications, enhancements, updates, upgrades or new releases to the foregoing ("**Other Platforms**"); provided however, that certain enhancements to the software and platforms described in (i) and (ii) may constitute separate and distinct tools for which Ovid reserves the right to charge an additional fee.

1.17. "**Subscription Basis**" means a subscription to the applicable Online Tools for a defined term and designated on the applicable Order as "Subscription Basis".

1.18. "**Subscription Fee**" means the fee for access to the Online Tools and the Platforms, as specified in the applicable Orders, including fees for Perpetual Access Basis Online Tools and fees for Subscription Basis Online Tools.

1.19. "**Subscription Term**" means one (1) year from the date of initial access to the applicable Online Tools, unless otherwise specified in the applicable Order.

2. SUBSCRIPTION AND ACCESS.

2.1. **SUBSCRIPTION TO ONLINE TOOLS**. For the Online Tools set forth in an applicable Order, in consideration of payment of the applicable Subscription Fees, Ovid hereby grants to Subscriber the non-transferable (except as set forth herein), nonexclusive, limited right to allow its Authorized Users to access and use the Online Tools specified in the applicable Order via the applicable Platform (subject to payment of any applicable Subscription Fees for access to such Platform) from or through the Authorized Sites (unless otherwise stated in the applicable Order) for the Permitted Use, subject to the terms and conditions of this Agreement. The foregoing grant is effective (i) for Subscription Basis Online Tools, only during the applicable Subscription Term, and (ii) for Perpetual Access Online Tools, on a perpetual basis.

2.2. **ACCESS**. Subscriber may access the Online Tools via the applicable Platforms through (i) one or more identification passwords issued by Ovid; (ii) Internet Protocol address validation; (iii) an Ovid-approved online referral link; or (iv) access code redemption by Authorized Users. Method of access to the applicable Platform may change over time. Ovid reserves the right, in its sole discretion, to alter or change Subscriber's identification passwords, if applicable, as circumstances may warrant, and Ovid will promptly notify Subscriber of the foregoing. If Authorized Users are accessing the Online Tools via Internet Protocol address validation, Subscriber warrants that the Internet Protocol addresses provided by Subscriber to Ovid will allow access to the Online Tools only by Authorized Users and no other users will be provided access through the Internet Protocol addresses. Subscriber may elect to use proxy servers to allow Authorized Users to access the applicable Online Tools remotely through the Authorized Sites. If Subscriber elects to provide such remote access, Subscriber will strictly limit such access only to Authorized Users through a secure method of user verification. Subscriber will immediately notify Ovid if it believes unauthorized access of an Online Tool has occurred.

2.3. **UPDATES AND DISCONTINUATION**. Ovid may update, modify, or replace the relevant Online Tools or any component, feature, service (including support) or content therein or related thereto, for any reason at any time and from time to time. Ovid reserves the right to discontinue offering access to any Online Tool. Ovid will use commercially reasonable efforts to provide advance notice of any such discontinuation. If an Online Tool is discontinued during the term of this Agreement, then Ovid will, in its discretion, either: (a) provide Subscriber with a pro-rata refund of pre-paid but unused Subscription Fees for the discontinued Online Tool, or (b) provide Subscriber with access to a tool having substantially similar functionality for the remainder of the term of the applicable Order (which substantially similar tool may be, at Ovid's discretion, an electronic copy of the discontinued Online Tool, subject to Subscriber's payment of a media, fulfillment and/or delivery fee and Subscriber's execution of an additional agreement).

2.4. **AUDIT**. Subscriber agrees that Ovid may audit the use of the Online Tools for compliance with this Agreement at any time, upon reasonable notice. If the audit reveals any use of the Online Tools in violation of this Agreement, in addition to any other remedies Ovid may have, either at law or in equity, Subscriber shall reimburse Ovid for all reasonable expenses related to such audit.

2.5. Archival Rights. Solely for Journals subscribed to during the term of this Agreement, Licensee may be entitled to archive rights related to those Journals. Such rights are subject to change without notification to Licensee. The current archive policy is available at http://www.ovid.com/site/about/terms.jsp.

3. PROPRIETARY RIGHTS AND USE RESTRICTIONS.

3.1. **PROPRIETARY RIGHTS**. No provision of this Agreement conveys any ownership interest to Subscriber in or to any of the Online Tools, the Platforms, or any Documentation, in whole or in part, and, except for the express rights granted in this Agreement, all intellectual property rights, including copyright, patent, trademark and trade secret, are retained by Ovid, Ovid affiliates or Information Providers, all rights reserved.

3.2. **ADDITIONAL TERMS**. Certain additional terms may apply to the Online Tools subscribed to hereunder. Such additional terms, if any, are set forth in the applicable Order. Information Providers may modify or assign additional terms and conditions, as made available to Subscriber by Ovid, from time to time, that may affect the Authorized Users' use of the Online Tools. If any such changes materially impact Subscriber's rights to use the Online Tools, the Parties will discuss an appropriate remedy in light of the circumstances.

3.3. **RESTRICTIONS ON USE**. Subscriber shall ensure that the Online Tools are accessed only by Authorized Users at or through Authorized Sites. Subscriber shall be responsible for all uses of the Online Tools by Authorized Users and the confidentiality and security of the passwords or other methods of authentication issued to Subscriber by Ovid. Subscriber shall ensure that all Authorized Users are aware of the limitations and restrictions on the use of the Online Tools. Subscriber shall not, and shall ensure that its Authorized Users shall not (a) copy or duplicate, in whole or in substantial part, any Online Tools; (b) distribute, transmit, publish, transfer or commercially exploit any Online Tool, in whole or in part; (c) incorporate any part of the Online Tools in printed or electronic course or study packs, unless expressly permitted by the Permitted Use; (d) use the Platforms or Online Tools to provide service bureau, time sharing, or similar services to third parties; (e) reverse engineer, decompile or modify any Online Tool, in whole or in part; (f) use the Platforms, the Online Tools or the information contained therein or results derived therefrom to develop any tools, products or services that could be competitive with the Platforms or any Online Tool or any other tools, products or services provided by Ovid or its affiliates; (g) alter, remove, or otherwise hinder the delivery of any copyright, disclaimer, or other proprietary notice appearing in the Platforms or the Online Tools; or (h) share or transfer any usernames or passwords.

3.4. **LEGAL ADVICE**. Ovid does not provide legal advice regarding copyright, fair use, or other aspects of intellectual property rights. Persons contemplating any type of transmission or reproduction of copyrighted material are advised to consult legal counsel.

3.5. **REPORTING**. Subscriber shall report any breach of any limitations or restrictions on the use of the Online Tools to Ovid promptly (but in no event later than five (5) business days) after becoming aware of the facts or circumstances constituting such breach. Subscriber agrees to promptly notify Ovid of, and to provide full and prompt cooperation and assistance to Ovid with any investigation of, any Authorized User's violation or potential violation of the terms, conditions, or restrictions referenced in this Agreement.

3.6. **ENFORCEMENT OF RIGHTS**. Subscriber hereby grants to Ovid, Ovid's affiliates and/or Information Providers the right to enforce or assert on their own behalf the provisions of this Agreement.

4. TERM.

4.1. This Agreement will become effective upon the Effective Date and will remain in force, unless earlier terminated in accordance with the terms herein, while any Order hereunder remains in effect. If no Orders hereunder are in effect, either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

4.2. Subject to earlier termination in accordance with Section 5, (i) with respect to any Online Tools subscribed to on a Perpetual Access Basis hereunder, the applicable Order shall remain in effect in perpetuity, and (ii) with respect to any Online Tools subscribed to on a Subscription Basis hereunder, the applicable Order shall remain in effect during the Subscription Term.

5. TERMINATION.

5.1. Ovid may terminate this Agreement immediately upon written notice to Subscriber if Subscriber or any Authorized User materially breaches its obligations under any of the following sections of this Agreement: 2.1, 3.1, 3.3 or 10. Either Party (the "**Non-Breaching Party**") shall have the right to terminate this Agreement and/or any Order (a) if the other Party (the "**Breaching Party**") materially breaches any term of this Agreement and fails to cure such breach to the Non-Breaching Party's reasonable satisfaction within ten (10) days of written notice thereof from the Non-Breaching Party or (b) a Termination Event occurs with respect to the Breaching Party; provided, that the Non-Breaching Party shall have the right to immediately terminate this Agreement and/or any Order in the event of any breach by the Breaching Party that cannot be cured within such ten (10) day cure period. If Subscriber or any Authorized User is in breach of the terms and conditions of this Agreement, Ovid reserves the right to immediately suspend access to the Online Tools for any such breach without notice to Subscriber. In the event that Subscriber fails to cure any such breaches, then Ovid shall be entitled to exercise its termination rights (not subject to further cure rights) under this Agreement. "**Termination Event"** means, with respect to a Party, under the applicable bankruptcy laws or similar laws regarding insolvency or relief of debtors, (1) a trustee, receiver, custodian or similar officer is appointed for a Party's business or property, (2) a Party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (3) an involuntary proceeding is commenced against a Party and the proceeding is not stayed, discharged or dismissed within 30 days of its commencement. If a Termination Event occurs with respect to Subscriber, Subscriber agrees to use its best efforts to obtain court authorization, if required, to pay any and all fees to Ovid and its affiliates.

5.2. Except as set forth below, and subject to the survival provisions in Section 11.10, in the event of any expiration or termination of this Agreement, (a) all rights granted to Subscriber by Ovid hereunder shall immediately terminate and all access to the Online Tools shall immediately cease, and Subscriber shall, and shall cause all Authorized Users to, cease all use of the Online Tools and Subscriber shall return to Ovid or destroy all confidential information provided by Ovid to Subscriber, including all copies of the Online Tools and all portions thereof and (b) all earned and unpaid fees and expenses will become immediately due and payable to Ovid. Termination of this Agreement by Ovid pursuant to Section 5.1 will not require payment of a refund to Subscriber and will not affect (1) Subscriber's obligation to pay any fees due, or (2) any remedies available to Ovid by law or equity. Any termination, whether or not for breach, will not affect any right, obligation or liability of a Party for the time period prior to termination of this Agreement.

6. FEES.

6.1. **SUBSCRIPTION FEES**. Subscriber shall pay the Subscription Fees and any applicable taxes within thirty (30) days of the date of the applicable invoice. Failure to pay all Subscription Fees and applicable taxes within such thirty (30) day period shall constitute a material breach of this Agreement by Subscriber, and Ovid reserves the right to exercise its either its termination or suspension right set forth in Section 5.1 upon any such material breach for non-payment. Subscriber acknowledges and agrees that Ovid's only preferred payment methods are via Electronic Funds Transfer (EFT) or via Automated Clearing House (ACH) transfers, and Ovid reserves the right to charge Subscriber additional processing fees for any payments made by credit card or any method other than EFT or ACH payment.

6.2. **ADJUSTMENT FOR CHANGE**. No later than thirty (30) days following any changes with respect to the information supplied by Subscriber in any Order, Subscriber shall update the information contained in the applicable Order by notice of such changes to Ovid, including, without limitation, any mergers or acquisitions, or any additional facilities opened or acquired that should be listed as Authorized Sites. In the event that the change results in a change in fees, the Subscription Fees shall be adjusted, in accordance with Ovid's then-current pricing. In the event that Subscriber fails to provide such updated information, Ovid reserves the right to charge Subscriber additional fees to cover any period of underpayment by Subscriber.

6.3. **TAXES**. Unless Subscriber provides Ovid with valid proof of tax-exempt status (e.g. a written exemption certificate), Subscriber will pay all applicable sales, use, withholding, excise, consumption, value-added and similar taxes assessed or based upon this Agreement, the Online Tools, and or the subscription and other transactions hereunder, excluding taxes based on Ovid's net income. If Subscriber is tax-exempt, Subscriber shall provide its tax-exempt certificate to Ovid upon execution of this Agreement. Subscriber shall remain responsible for any taxes to which Subscriber's tax-exempt status does not apply.

7. PRIVACY/HIPAA

7.1. Ovid does not collect any individually identifiable health information (including, but not limited to, protected health information) from Subscriber. Ovid is not a covered entity or business associate under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-19), as amended.

7.2. To the extent that Ovid Processes Personal Data about Data Subjects located in the EEA (as such terms are defined in the Data Protection Annex) when performing its obligations under this Agreement, the terms displayed at www.ovid.com/ela-dpa or such other website address as may be notified to Subscriber from time to time (the "**Data Protection Annex**") applies to such Processing and is incorporated into this Agreement. Ovid may, in its sole discretion, amend or replace the Data Protection Annex at any time without notice to Subscriber or its Authorized Users and Subscriber should review the terms of the latest Data Protection Annex that applies to this Agreement at regular intervals.

7.3. Ovid reserves the right to track and collect for its internal purposes personal information about Authorized Users of Ovid, including without limitation, the URL the Authorized User has come from (whether this URL is on its website or not), the URL the Authorized User goes to next (whether this URL is on its website or not), the internet browser being used, the type of operating system used, the Authorized User's location, and the Authorized User's IP address. An Authorized User's IP address may be used for system administration purposes and to track an Authorized User's session, in order to give Ovid an understanding as to which parts of the Online Tools Authorized Users are visiting. Ovid may use such information for purposes including but not limited to improving the content of the Online Tools, marketing, advertising, reports to Subscriber, or research. Ovid may send information and notices of new services to registered Authorized Users. Ovid reserves the right to release current or past user information, whether or not the information identifies a particular person, internally within Ovid or to third parties for limited purposes in the event Ovid believes that the Online Tools are being used in violation of this Agreement or to commit unlawful acts, and/or if Ovid is required to disclose information to comply with applicable laws or regulations, or with a court or administrative order. Except as stated in this paragraph, Ovid will not share with unaffiliated third parties information specific to Authorized Users or share information regarding specific IP addresses. Ovid is, however, free to disclose aggregate non-personal information to third parties.

8. LIMITED WARRANTIES AND LIMITED LIABILITIES.

8.1. THE ONLINE TOOLS, THE PLATFORMS, THE DOCUMENTATION, AND ANY SUPPORT OR SERVICES PROVIDED HEREUNDER ARE FURNISHED BY OVID, ITS AFFILIATES AND LICENSORS AND ACCEPTED BY SUBSCRIBER "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED. OVID, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE FOREGOING, 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 ONLINE TOOLS, THE PLATFORMS, THE DOCUMENTATION, ANY SUPPORT OR SERVICES OR THE RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, CURRENCY, SUITABILITY, SYSTEM AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE). OVID DOES NOT WARRANT THAT THE PLATFORMS OR THE ONLINE TOOLS OR ANY COMPONENT THEROF WILL BE UNINTERRUPTED, THAT ITS USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT THE PLATFORMS OR THE ONLINE TOOLS OR ANY COMPONENT THEREOF WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL DEFECTS IN THE PLATFORMS OR THE ONLINE TOOLS WILL BE CORRECTED. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE ONLINE TOOLS AND OVID WILL HAVE NO LIABILITY THEREFOR. IN ADDITION, SUBSCRIBER ACKNOWLEDGES THAT ACCESS TO THE PLATFORMS AND THE ONLINE TOOLS MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND

ELECTRONIC COMMUNICATIONS, AND THAT OVID, ITS AFFILIATES AND ITS LICENSORS ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. NO OVID EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT.

8.2. THE ONLINE TOOLS ARE NO SUBSTITUTE FOR INDIVIDUAL PATIENT ASSESSMENT BASED UPON AN AUTHORIZED USER'S EXAMINATION OF EACH PATIENT. WHILE CERTAIN ONLINE TOOLS MAY DESCRIBE VARIOUS BASIC PRINCIPLES OF DIAGNOSIS AND THERAPY, SUCH ONLINE TOOLS SHOULD BE USED AS GENERAL MEDICAL REFERENCE MATERIALS TO ASSIST THE AUTHORIZED USER IN REACHING DIAGNOSTIC AND TREATMENT DECISIONS. SUBSCRIBER AND EACH AUTHORIZED USER SHOULD EXERCISE ITS OWN INDEPENDENT PROFESSIONAL AND CLINICAL JUDGMENT, TAKING INTO ACCOUNT INFORMATION ABOUT PARTICULAR INDIVIDUAL PATIENTS THAT CANNOT BE ASCERTAINED OR TAKEN INTO ACCOUNT AS A PART OF NECESSARILY GENERIC OR SUMMARY ONLINE TOOLS. GIVEN CONTINUOUS, RAPID ADVANCES AND CHANGES IN MEDICAL SCIENCE AND HEALTH INFORMATION, SUBSCRIBER AND EACH AUTHORIZED USER SHOULD CONSULT A VARIETY OF SOURCES WHEN PRESCRIBING MEDICATION, INCLUDING THE MANUFACTURER'S "PACKAGE INSERT". THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHOULD NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE IN ANY GIVEN PATIENT. SUBSCRIBER ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING PATIENT CARE SERVICES. SUBSCRIBER AND THE AUTHORIZED USERS ARE SOLELY RESPONSIBLE FOR THE USE OF ANY ONLINE TOOLS, AND SUBSCRIBER'S AUTHORIZED USERS ARE RESPONSIBLE FOR INDEPENDENTLY REACHING ANY MEDICAL JUDGMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NO RESPONSIBILITY IS ASSUMED BY OVID, ITS AFFILIATES OR LICENSORS FOR ANY INJURY AND/OR DAMAGE TO PERSONS OR PROPERTY, AS A MATTER OF PRODUCTS LIABILITY, NEGLIGENCE LAW OR OTHERWISE, OR FROM ANY REFERENCE TO OR USE BY SUBSCRIBER (OR ANY OF ITS HEALTHCARE PROFESSIONALS, INCLUDING THE AUTHORIZED USERS) OF ANY OF THE ONLINE TOOLS.

9. DAMAGES EXCLUSION AND LIMITATIONS OF LIABILITY.

9.1. DAMAGES EXCLUSION. IN NO EVENT SHALL OVID, ITS AFFILIATES OR LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, DISTRIBUTORS, SUBCONTRACTORS, SUPPLIERS OR AGENTS, HAVE ANY LIABILITY WHATSOEVER (A) (I) FOR BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOST SALES, LOST GOODWILL, OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, OR (II) FOR ANY OTHER LIABILITIES ARISING FROM ANY CLAIMS, DAMAGES, FINES, COSTS, OR EXPENSES, INCLUDING THOSE RELATED TO LOSS, UNAVAILABILITY, CORRUPTION, DISCLOSURE, OR MISUSE OF DATA, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY OTHER LIABILITIES ARISING FROM ANY CLAIMS, DAMAGES, FINES, COSTS, OR EXPENSES, INCLUDING THOSE RELATED TO LOSS, UNAVAILABILITY, CORRUPTION, DISCLOSURE, OR MISUSE OF DATA (INCLUDING THOSE RELATING TO OR ARISING FROM A PERSONAL DATA BREACH).

9.2. LIMITATIONS OF LIABILITY. THE TOTAL LIABILITY OF OVID, ITS AFFILIATES AND LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, DISTRIBUTORS, SUBCONTRACTORS, SUPPLIERS OR AGENTS ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, THE ONLINE TOOLS AND ANY OTHER CAUSE WHATSOEVER, SHALL NOT EXCEED, IN THE AGGREGATE FOR ANY AND ALL CLAIMS

UNDER OR IN RELATION TO THIS AGREEMENT, THE TOTAL FEES PAID BY SUBSCRIBER TO OVID FOR THE AFFECTED SERVICE OR ONLINE TOOL IN THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM OR CAUSE OF ACTION AROSE.

9.3. Bargained for Exchange; Breadth of Claims and Disclaimers. The allocations of liability in this Section represent the agreed, bargained-for understanding of the Parties and Ovid's compensation hereunder reflects such allocations. THE LIMITATIONS OF LIABILITY AND TYPES OF CLAIMS HEREBY LIMITED AND DISCLAIMED SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE), AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

9.4. Limitations Period. Any claim or cause of action arising under or otherwise relating to this Agreement, the Online Tools or other subject matter hereof or thereof must be commenced within one year from the date such claim or cause of action first arose.

10. CONFIDENTIALITY. Subscriber acknowledges that the Online Tools and the Platforms are the proprietary property of Ovid, its affiliates and the Information Providers, and that the processes and methodology used in producing the Online Tools and the Platforms 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. This provision shall survive the expiration or earlier termination of this Agreement.

11. MISCELLANEOUS.

11.1. **AFFILIATES OF OVID**. The applicable Ovid entity for purposes of this Agreement shall be determined by Subscriber's principal place of business: (i) in Andorra, Belgium, Cyprus, Greece, Iran, Israel, Luxembourg, Malta, the Netherlands, San Marino, Turkey or the Vatican City: Ovid Technologies BV; (ii) in the Aland Islands, Albania, Armenia, Austria, Azerbaijan, Belarus, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Denmark, Estonia, Faroe Islands, Finland, Georgia, Germany, Greenland, Hungary, Iceland, Kazakhstan, Kosovo, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Montenegro, Norway, Poland, Romania, Russia, Serbia, the Slovak Republic, Slovenia, Svalbard & Jan Mayen, Sweden, Switzerland, Tajikistan, Turkmenistan, Ukraine, or Uzbekistan: Ovid Technologies GmbH; (iii) in Algeria, France, French Guiana, French Polynesia, French Southern Territory, Guadaloupe, Martinique, Monaco, Morocco, New Caledonia, Reunion, Saint Barthélemy, or Tunisia: Ovid Technologies Sarl; (iv) in Portugal or Spain: Ovid Technologies SL; (v) in Afghanistan, Benin, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoro Islands, Congo, Congo Democratic Republic, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Guinea, Guinea-Bissau, Iran, Iraq, Italy, the Ivory Coast, Jordan, Lebanon, Liberia, Libya, Malawi, Mali, Mauritania, Mayotte, Niger, Palestine, Rwanda, Sao Tome and Principe, Senegal, Sierra Leone, Somalia, Sudan, Syria, Togo, Western Sahara, Yemen, or Zimbabwe: Ovid Technologies SRL; or (vi) in Angola, Bahrain, Botswana, England, Ghana, Gibraltar, Guernsey, Ireland, Jersey, Kenya, Kuwait, Lesotho, Madagascar, Maldives, Mauritius, Mozambique, Namibia, Nigeria, Northern Ireland, Oman, Qatar, Saudi Arabia, Scotland, Seychelles, South Africa, Swaziland, Tanzania, Uganda, United Arab Emirates, Wales, or Zambia: Wolters Kluwer Health (Medical Research) Ltd. If none of the foregoing is applicable, then the Ovid entity hereunder shall be Ovid Technologies, Inc.

11.2. **GOVERNING LAW; LANGUAGE OF AGREEMENT**. This Agreement, and any disputes arising out of or related hereto, is governed by and shall be governed by and enforced in accordance with the laws of Spain, including its statutes of limitations, without regard to any law or statutory provision that would require or permit the application of another jurisdiction's substantive law. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. 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.

11.3. **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 Subscriber's principal place of business, as specified in the Order, as follows: in Europe, the Middle East and Africa, disputes shall be submitted to arbitration in Spain. 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.

11.4. **DISPUTE RESOLUTION PROCEDURES FOR ARBITRATION**. The Parties agree that the following procedures shall apply to any disputes under this Agreement to which arbitration applies as set forth in this Agreement. Arbitration shall be conducted before a single arbitrator, unless the amount in dispute exceeds the equivalent of US$250,000, to be jointly selected and if the Parties cannot agree on such single arbitrator within a period of 30 days after an arbitration proceeding has commenced, then the single arbitrator will be selected in accordance with the rules of the applicable arbitral body for the relevant jurisdictions set forth in Section 11.3 above. If the amount in dispute exceeds the equivalent of US$250,000, it shall be decided by a panel of three arbitrators, one to be selected by each Party and the third to be jointly selected by the two Party-appointed arbitrators. The arbitrators must have experience with and knowledge of intellectual property transactions and have been admitted to the practice of law for at least ten years. The language of the arbitral proceedings shall be in English. Under no circumstances are the arbitrators authorized to make awards contrary to the damages exclusions, liability limitations, remedial and other provisions of this Agreement. The arbitration award shall be final and binding on the Parties. The arbitrators shall be authorized to award costs and attorney's fees or to allocate them between the Parties. Any court with jurisdiction shall be entitled to enforce the agreement of the Parties to arbitrate their disputes and enter judgment on any arbitral award hereunder.

11.5. **ENTIRE AGREEMENT**. This Agreement, user restrictions and other notices concerning the Online Tools, the Platforms or the Documentation as provided from time to time by Ovid, the terms and conditions for Online Tools available at Ovid's websites, all Orders executed between the Parties, any schedules and exhibits to this Agreement, and any other documents referenced herein collectively constitute the entire agreement between the Parties and supersede and extinguish all prior and contemporaneous agreements, negotiations, understandings, representations, warranties, proposals and communications, whether oral or written, between the Parties relating to the subject matter of this Agreement. It is expressly agreed that any terms of a purchase order, requisition, work order, request for proposal or other document or record prepared, issued or provided by or on behalf of Subscriber relating to the subject matter of this Agreement is for administrative convenience only and will have no effect in supplementing, varying or superseding any provisions of this Agreement, will be of no force or effect, and will not be binding on the Parties, regardless of any acknowledgement thereof by Ovid.

11.6. **PRECEDENCE**. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Order, schedule, exhibit or other attachment, the order of precedence shall be as follows: first, the body of this Agreement; then any applicable schedules or exhibits to this Agreement; then any Order; then any exhibits or other attachments to any Order;, then any terms or conditions for the Online Tools available at Ovid's websites. In the event of conflict between this Agreement and any Order, the body of this Agreement shall govern and control, except to the extent such Order makes clear that this Agreement is being amended by such Order.

11.7. **NO CONSTRUCTION AGAINST DRAFTER**. Each of the Parties acknowledges that it has had the opportunity to be represented by legal counsel prior to entering into this Agreement, including any Order or any other document hereunder. As a consequence, in construing this Agreement, including any Order or any other document hereunder, no provision hereof shall be construed in favor of one Party on the ground that such provision was drafted by the other Party.

11.8. **AMENDMENT**. This Agreement may not be modified or amended except by a writing signed by both Parties or in accordance with the provisions set forth in Section 3.2 of this Agreement.

11.9. **WAIVER**. No waiver by a Party of a breach or the failure by a Party to claim a breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

11.10. **SEVERABILITY**. In the event that any provision of this Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken and replaced with a legal and enforceable provision that most closely reflects the intent of the Parties with respect thereto and the remainder of this Agreement shall continue in full force and effect.

11.11. **SURVIVAL.** Any terms or conditions of this Agreement that, by their express terms extend beyond termination or expiration of this Agreement or that by their nature shall so extend, shall survive and continue in full force and effect after any termination or expiration of this Agreement. Without limiting the generality of the foregoing, the obligations and rights of the Parties pursuant to Sections 3, 4, 5, 6, 7, 8, 9, 10, and 11, and any other provisions herein that protect the proprietary rights of Ovid and the Information Providers shall survive the termination or expiration of this Agreement.

11.12. **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 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 Subscriber attempts to assign this Agreement or any of its rights or obligations under this Agreement in breach of this Section 11.12, then such assignment shall be null and void and of no force or effect.

11.13. **JURY TRIAL WAIVER**. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY AND UNCONDITINALLY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT**.

11.14. **NO THIRD-PARTY BENEFICIARY**. Except for Ovid's suppliers and licensors, and except as provided in Section 3.6, no third party is intended to be nor will be a third-party beneficiary of any provision under this Agreement, and Ovid and Subscriber will be the only parties entitled to enforce the rights and terms set out in this Agreement.

11.15. **FORCE MAJEURE**. Except for a Party's obligation to pay fees that are due, neither Party will be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault, including but not limited to, acts of God, acts of government, flood, fire, civil unrest or war, acts of terror, declaration of a pandemic by the World Health Organization, labor strikes (other than those involving the Party's employees), computer attacks or malicious acts, such as attacks on or through the Internet, or failures of service of any telecommunications or Internet service carriers or providers (a "**Force Majeure Event**"). The Party affected by the Force Majeure Event will (a) use reasonable efforts after the start of the Force Majeure Event to notify the other Party in writing of the Force Majeure Event including the likely or potential duration, if known, and the effect on its ability to perform any of its obligations under the Agreement] and (b) use reasonable means to mitigate the effect of the Force Majeure Event on the performance of its obligations. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to the Force Majeure.

11.16. **HEADINGS**. All headings are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Agreement.

11.17. **NOTICES**. All notices, consents or other communications referred to in this Agreement 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.) to Ovid at 28 Liberty Street, New York, NY 10005, Attn: Legal Department or to

Subscriber at the address set forth in the Order. 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.

11.18. 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 or portable document format (PDF) 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.	**SISTEMA SANITARIO PUBLICO DE ANDALUCIA- Biblioteca Virtual (Fundación Pública Andaluza Progreso y Salud)**
By: _____	By: _____
Name: Julie Germes	Name: Gonzalo Balbontin Casillas_____
Title: Associate Director, France,Belgium, Iberia, North Africa	Title: Managing Director_____

Signature: Julie Germes (May 7, 2024 15:16 GMT+2)

Email: julie.germes@wolterskluwer.com

MSA Andalucia

Final Audit Report 2024-05-07

Created:	2024-05-07
By:	Yolanda Valleguerra (yolanda.valleguerra@wolterskluwer.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3IdPEdnq4z_I_FXQ0-mnOWm8mLvfKZB3
Number of Documents:	1
Document page count:	11
Number of supporting files:	0
Supporting files page count:	0

"MSA Andalucia" History

Document created by Yolanda Valleguerra (yolanda.valleguerra@wolterskluwer.com)
2024-05-07 - 11:11:00 AM GMT- IP address: 147.161.190.120

Document emailed to Julie Germes (julie.germes@wolterskluwer.com) for signature
2024-05-07 - 11:11:28 AM GMT

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Document e-signed by Julie Germes (julie.germes@wolterskluwer.com)
Signature Date: 2024-05-07 - 1:16:46 PM GMT - Time Source: server- IP address: 165.225.92.82

Agreement completed.
2024-05-07 - 1:16:46 PM GMT

Ovid Technologies. Inc.
Master Subscription Agreement

This Master Subscription Agreement (the "**Agreement**"), dated as of April 15th, 2024 is between Ovid Technologies, Inc. or its applicable affiliate (pursuant to Section 11.1) ("**Ovid**") and Sistema Sanitario Publico de Andalucia- Biblioteca Virtual (Fundacion Publica Andaluza Progreso y Salud MP), having offices at Calle Avda. Americo Vespucio, 15 Edificio S-2 Sevilla, 41092 ("**Subscriber**"), and provides for Ovid to grant a subscription to Subscriber to access and use the Online Tools (as defined below), subject to the terms and conditions of this Agreement. Ovid and Subscriber are each referred to herein as a "**Party**" and collectively as the "**Parties**."

1. DEFINITIONS.

1.1. "**Archives**" means the specific journal archives specified in any applicable Order.

1.2. "**Authorized Sites**" means the physical addresses specified in any applicable Order.

1.3. "**Authorized Users**" means individual users of Subscriber who are authorized to access the Online Tools subscribed to hereunder from or through the Authorized Sites in accordance with the following, as applicable based upon Subscriber's entity type:

- Corporate Market: (i) employees of Subscriber and (ii) independent contractors of Subscriber, each of the persons in (i) or (ii) being bound by a legal obligation to comply with this Agreement, solely to the extent such employees and independent contractors are accessing the Online Tools in accordance with the Permitted Use.
- Academic Institution: currently enrolled students, faculty, and staff of Subscriber, and authorized walk-in users, solely to the extent such enrolled students, faculty, staff and walk-in users (while such walk-in users are physically present at the Academic Institution) are accessing the Online Tools in accordance with the Permitted Use.
- Medical Service Provider: (i) healthcare professionals employed by Subscriber and (ii) independent contractors of Subscriber, each of the persons in (i) or (ii) being bound by a legal obligation to comply with the terms of this Agreement, solely to the extent such employees and independent contractors are accessing the Online Tools in accordance with the Permitted Use.
- Public Library: library staff of Subscriber and walk-in patrons, solely to the extent such library staff and walk-in patrons are accessing the Online Tools while physically present at the library and in accordance with the Permitted Use.

For purposes of this Agreement, any individual users of institutions, associations or organizations (i) related or affiliated with Subscriber, or (ii) acquired by or merged with Subscriber during the term of this Agreement, will not be deemed "Authorized Users" without Ovid's express written consent or unless expressly provided for in any applicable Order.

1.4. "**Books**" means the specific editions of the electronic books specified in any applicable Order. If an Order does not specify an edition, the edition will be the current edition of the applicable electronic book as of the Order Effective Date. Books subscriber to on a Subscription Basis, unless unavailable due to an Information Provider's terms, will include the most current edition available through Ovid. Books subscribed to on a Perpetual Access Basis only include the specific edition specified in the applicable Order.

1.5. "**Databases**" means the specific electronic databases specified in any applicable Order.

1.6. "**Documentation**" means any instructional materials relating to the Ovid Platform as provided in hardcopy or electronic form during the term of this Agreement.

1.7. "**Effective Date**" means the earliest date of access to any Online Tools hereunder.

1.8. "**Information Providers**" means content providers that have licensed to Ovid content included in one or more Online Tools.

1.9. "**Journals**" means the specific electronic journals specified in any applicable Order.

1.10. "**Online Tools**" means the Databases, Journals, Archives, Books and/or Other Content ordered by Subscriber pursuant to one or more Orders, designated as "Online Tools" on the applicable Order.

1.11. "**Order**" means an order form for subscribing to one or more Online Tools that Ovid and Subscriber may enter into hereunder from time to time.

1.12. "**Order Effective Date**" means the date on which the applicable Order was entered into by Ovid and Subscriber.

1.13. "**Other Content**" means the Online Tools identified as "Other Content" in any applicable Order.

1.14. "**Permitted Use**" means the limited purposes for which Authorized Users may use the Online Tools, specifically (i) online use of and access to the Online Tools for internal management, reference, education, research, and training purposes; (ii) using the provided "print" and "save" functionality through the Platform for limited portions of the Online Tools; (iii) for interlibrary loan ("**ILL**") purposes, transmit data obtained from searches through Subscriber's traditional ILL policies and procedures by mail, fax or secure electronic transmission, which method may not include electronic mail, and in compliance with Section 108 of the United States Copyright Act, and (iv) such other uses as may be set forth or referenced in an applicable Order. The Permitted Use for specific Online Tools may vary, and additional and/or different uses may be permitted if and to the extent specified in the applicable Order. The use of the Online Tools can be incorporated into course packs and e-reserves only through the use of Jumpstarts. For purposes of this Agreement, "Jumpstarts" shall be defined as links from Subscriber's Web pages to virtually any point within an Ovid session.

For pay-per-view ("**PPV**") deposit account journal article access, an Authorized User 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 the Authorized User will need to access any additional copy or copies from the PPV-deposit website.

For content owned by or licensed to Wolters Kluwer Health, Inc., the final accepted manuscript of an author who is associated to one of the subscribing institutions as set forth on the Order may be posted on the Author's own personal website, the Author's internal university or corporate network/intranet, a discipline-specific repository, or in an institutional repository owned and operated by the Author's institution at any time.

1.15. "**Perpetual Access Basis**" means a perpetual subscription for the applicable Online Tools.

1.16. "**Platform**" means, as applicable, (i) the search and retrieval application software made available to Subscriber through the Ovid online platform and any modifications, enhancements, updates, upgrades or new releases to the foregoing (the "**Ovid Platform**"); or (ii) the third party platforms made available to Subscriber to access the Online Tools and any modifications, enhancements, updates, upgrades or new releases to the foregoing ("**Other Platforms**"); provided however, that certain enhancements to the software and platforms described in (i) and (ii) may constitute separate and distinct tools for which Ovid reserves the right to charge an additional fee.

1.17. "**Subscription Basis**" means a subscription to the applicable Online Tools for a defined term and designated on the applicable Order as "Subscription Basis".

1.18. "**Subscription Fee**" means the fee for access to the Online Tools and the Platforms, as specified in the applicable Orders, including fees for Perpetual Access Basis Online Tools and fees for Subscription Basis Online Tools.

1.19. "**Subscription Term**" means one (1) year from the date of initial access to the applicable Online Tools, unless otherwise specified in the applicable Order.

2. SUBSCRIPTION AND ACCESS.

2.1. **SUBSCRIPTION TO ONLINE TOOLS**. For the Online Tools set forth in an applicable Order, in consideration of payment of the applicable Subscription Fees, Ovid hereby grants to Subscriber the non-transferable (except as set forth herein), nonexclusive, limited right to allow its Authorized Users to access and use the Online Tools specified in the applicable Order via the applicable Platform (subject to payment of any applicable Subscription Fees for access to such Platform) from or through the Authorized Sites (unless otherwise stated in the applicable Order) for the Permitted Use, subject to the terms and conditions of this Agreement. The foregoing grant is effective (i) for Subscription Basis Online Tools, only during the applicable Subscription Term, and (ii) for Perpetual Access Online Tools, on a perpetual basis.

2.2. **ACCESS**. Subscriber may access the Online Tools via the applicable Platforms through (i) one or more identification passwords issued by Ovid; (ii) Internet Protocol address validation; (iii) an Ovid-approved online referral link; or (iv) access code redemption by Authorized Users. Method of access to the applicable Platform may change over time. Ovid reserves the right, in its sole discretion, to alter or change Subscriber's identification passwords, if applicable, as circumstances may warrant, and Ovid will promptly notify Subscriber of the foregoing. If Authorized Users are accessing the Online Tools via Internet Protocol address validation, Subscriber warrants that the Internet Protocol addresses provided by Subscriber to Ovid will allow access to the Online Tools only by Authorized Users and no other users will be provided access through the Internet Protocol addresses. Subscriber may elect to use proxy servers to allow Authorized Users to access the applicable Online Tools remotely through the Authorized Sites. If Subscriber elects to provide such remote access, Subscriber will strictly limit such access only to Authorized Users through a secure method of user verification. Subscriber will immediately notify Ovid if it believes unauthorized access of an Online Tool has occurred.

2.3. **UPDATES AND DISCONTINUATION**. Ovid may update, modify, or replace the relevant Online Tools or any component, feature, service (including support) or content therein or related thereto, for any reason at any time and from time to time. Ovid reserves the right to discontinue offering access to any Online Tool. Ovid will use commercially reasonable efforts to provide advance notice of any such discontinuation. If an Online Tool is discontinued during the term of this Agreement, then Ovid will, in its discretion, either: (a) provide Subscriber with a pro-rata refund of pre-paid but unused Subscription Fees for the discontinued Online Tool, or (b) provide Subscriber with access to a tool having substantially similar functionality for the remainder of the term of the applicable Order (which substantially similar tool may be, at Ovid's discretion, an electronic copy of the discontinued Online Tool, subject to Subscriber's payment of a media, fulfillment and/or delivery fee and Subscriber's execution of an additional agreement).

2.4. **AUDIT**. Subscriber agrees that Ovid may audit the use of the Online Tools for compliance with this Agreement at any time, upon reasonable notice. If the audit reveals any use of the Online Tools in violation of this Agreement, in addition to any other remedies Ovid may have, either at law or in equity, Subscriber shall reimburse Ovid for all reasonable expenses related to such audit.

2.5. Archival Rights. Solely for Journals subscribed to during the term of this Agreement, Licensee may be entitled to archive rights related to those Journals. Such rights are subject to change without notification to Licensee. The current archive policy is available at http://www.ovid.com/site/about/terms.jsp.

3. PROPRIETARY RIGHTS AND USE RESTRICTIONS.

3.1. **PROPRIETARY RIGHTS**. No provision of this Agreement conveys any ownership interest to Subscriber in or to any of the Online Tools, the Platforms, or any Documentation, in whole or in part, and, except for the express rights granted in this Agreement, all intellectual property rights, including copyright, patent, trademark and trade secret, are retained by Ovid, Ovid affiliates or Information Providers, all rights reserved.

3.2. **ADDITIONAL TERMS**. Certain additional terms may apply to the Online Tools subscribed to hereunder. Such additional terms, if any, are set forth in the applicable Order. Information Providers may modify or assign additional terms and conditions, as made available to Subscriber by Ovid, from time to time, that may affect the Authorized Users' use of the Online Tools. If any such changes materially impact Subscriber's rights to use the Online Tools, the Parties will discuss an appropriate remedy in light of the circumstances.

3.3. **RESTRICTIONS ON USE**. Subscriber shall ensure that the Online Tools are accessed only by Authorized Users at or through Authorized Sites. Subscriber shall be responsible for all uses of the Online Tools by Authorized Users and the confidentiality and security of the passwords or other methods of authentication issued to Subscriber by Ovid. Subscriber shall ensure that all Authorized Users are aware of the limitations and restrictions on the use of the Online Tools. Subscriber shall not, and shall ensure that its Authorized Users shall not (a) copy or duplicate, in whole or in substantial part, any Online Tools; (b) distribute, transmit, publish, transfer or commercially exploit any Online Tool, in whole or in part; (c) incorporate any part of the Online Tools in printed or electronic course or study packs, unless expressly permitted by the Permitted Use; (d) use the Platforms or Online Tools to provide service bureau, time sharing, or similar services to third parties; (e) reverse engineer, decompile or modify any Online Tool, in whole or in part; (f) use the Platforms, the Online Tools or the information contained therein or results derived therefrom to develop any tools, products or services that could be competitive with the Platforms or any Online Tool or any other tools, products or services provided by Ovid or its affiliates; (g) alter, remove, or otherwise hinder the delivery of any copyright, disclaimer, or other proprietary notice appearing in the Platforms or the Online Tools; or (h) share or transfer any usernames or passwords.

3.4. **LEGAL ADVICE**. Ovid does not provide legal advice regarding copyright, fair use, or other aspects of intellectual property rights. Persons contemplating any type of transmission or reproduction of copyrighted material are advised to consult legal counsel.

3.5. **REPORTING**. Subscriber shall report any breach of any limitations or restrictions on the use of the Online Tools to Ovid promptly (but in no event later than five (5) business days) after becoming aware of the facts or circumstances constituting such breach. Subscriber agrees to promptly notify Ovid of, and to provide full and prompt cooperation and assistance to Ovid with any investigation of, any Authorized User's violation or potential violation of the terms, conditions, or restrictions referenced in this Agreement.

3.6. **ENFORCEMENT OF RIGHTS**. Subscriber hereby grants to Ovid, Ovid's affiliates and/or Information Providers the right to enforce or assert on their own behalf the provisions of this Agreement.

4. TERM.

4.1. This Agreement will become effective upon the Effective Date and will remain in force, unless earlier terminated in accordance with the terms herein, while any Order hereunder remains in effect. If no Orders hereunder are in effect, either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

4.2. Subject to earlier termination in accordance with Section 5, (i) with respect to any Online Tools subscribed to on a Perpetual Access Basis hereunder, the applicable Order shall remain in effect in perpetuity, and (ii) with respect to any Online Tools subscribed to on a Subscription Basis hereunder, the applicable Order shall remain in effect during the Subscription Term.

5. TERMINATION.

5.1. Ovid may terminate this Agreement immediately upon written notice to Subscriber if Subscriber or any Authorized User materially breaches its obligations under any of the following sections of this Agreement: 2.1, 3.1, 3.3 or 10. Either Party (the "**Non-Breaching Party**") shall have the right to terminate this Agreement and/or any Order (a) if the other Party (the "**Breaching Party**") materially breaches any term of this Agreement and fails to cure such breach to the Non-Breaching Party's reasonable satisfaction within ten (10) days of written notice thereof from the Non-Breaching Party or (b) a Termination Event occurs with respect to the Breaching Party; provided, that the Non-Breaching Party shall have the right to immediately terminate this Agreement and/or any Order in the event of any breach by the Breaching Party that cannot be cured within such ten (10) day cure period. If Subscriber or any Authorized User is in breach of the terms and conditions of this Agreement, Ovid reserves the right to immediately suspend access to the Online Tools for any such breach without notice to Subscriber. In the event that Subscriber fails to cure any such breaches, then Ovid shall be entitled to exercise its termination rights (not subject to further cure rights) under this Agreement. "**Termination Event"** means, with respect to a Party, under the applicable bankruptcy laws or similar laws regarding insolvency or relief of debtors, (1) a trustee, receiver, custodian or similar officer is appointed for a Party's business or property, (2) a Party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (3) an involuntary proceeding is commenced against a Party and the proceeding is not stayed, discharged or dismissed within 30 days of its commencement. If a Termination Event occurs with respect to Subscriber, Subscriber agrees to use its best efforts to obtain court authorization, if required, to pay any and all fees to Ovid and its affiliates.

5.2. Except as set forth below, and subject to the survival provisions in Section 11.10, in the event of any expiration or termination of this Agreement, (a) all rights granted to Subscriber by Ovid hereunder shall immediately terminate and all access to the Online Tools shall immediately cease, and Subscriber shall, and shall cause all Authorized Users to, cease all use of the Online Tools and Subscriber shall return to Ovid or destroy all confidential information provided by Ovid to Subscriber, including all copies of the Online Tools and all portions thereof and (b) all earned and unpaid fees and expenses will become immediately due and payable to Ovid. Termination of this Agreement by Ovid pursuant to Section 5.1 will not require payment of a refund to Subscriber and will not affect (1) Subscriber's obligation to pay any fees due, or (2) any remedies available to Ovid by law or equity. Any termination, whether or not for breach, will not affect any right, obligation or liability of a Party for the time period prior to termination of this Agreement.

6. FEES.

6.1. **SUBSCRIPTION FEES**. Subscriber shall pay the Subscription Fees and any applicable taxes within thirty (30) days of the date of the applicable invoice. Failure to pay all Subscription Fees and applicable taxes within such thirty (30) day period shall constitute a material breach of this Agreement by Subscriber, and Ovid reserves the right to exercise its either its termination or suspension right set forth in Section 5.1 upon any such material breach for non-payment. Subscriber acknowledges and agrees that Ovid's only preferred payment methods are via Electronic Funds Transfer (EFT) or via Automated Clearing House (ACH) transfers, and Ovid reserves the right to charge Subscriber additional processing fees for any payments made by credit card or any method other than EFT or ACH payment.

6.2. **ADJUSTMENT FOR CHANGE**. No later than thirty (30) days following any changes with respect to the information supplied by Subscriber in any Order, Subscriber shall update the information contained in the applicable Order by notice of such changes to Ovid, including, without limitation, any mergers or acquisitions, or any additional facilities opened or acquired that should be listed as Authorized Sites. In the event that the change results in a change in fees, the Subscription Fees shall be adjusted, in accordance with Ovid's then-current pricing. In the event that Subscriber fails to provide such updated information, Ovid reserves the right to charge Subscriber additional fees to cover any period of underpayment by Subscriber.

6.3. **TAXES**. Unless Subscriber provides Ovid with valid proof of tax-exempt status (e.g. a written exemption certificate), Subscriber will pay all applicable sales, use, withholding, excise, consumption, value-added and similar taxes assessed or based upon this Agreement, the Online Tools, and or the subscription and other transactions hereunder, excluding taxes based on Ovid's net income. If Subscriber is tax-exempt, Subscriber shall provide its tax-exempt certificate to Ovid upon execution of this Agreement. Subscriber shall remain responsible for any taxes to which Subscriber's tax-exempt status does not apply.

7. PRIVACY/HIPAA

7.1. Ovid does not collect any individually identifiable health information (including, but not limited to, protected health information) from Subscriber. Ovid is not a covered entity or business associate under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-19), as amended.

7.2. To the extent that Ovid Processes Personal Data about Data Subjects located in the EEA (as such terms are defined in the Data Protection Annex) when performing its obligations under this Agreement, the terms displayed at www.ovid.com/ela-dpa or such other website address as may be notified to Subscriber from time to time (the "**Data Protection Annex**") applies to such Processing and is incorporated into this Agreement. Ovid may, in its sole discretion, amend or replace the Data Protection Annex at any time without notice to Subscriber or its Authorized Users and Subscriber should review the terms of the latest Data Protection Annex that applies to this Agreement at regular intervals.

7.3. Ovid reserves the right to track and collect for its internal purposes personal information about Authorized Users of Ovid, including without limitation, the URL the Authorized User has come from (whether this URL is on its website or not), the URL the Authorized User goes to next (whether this URL is on its website or not), the internet browser being used, the type of operating system used, the Authorized User's location, and the Authorized User's IP address. An Authorized User's IP address may be used for system administration purposes and to track an Authorized User's session, in order to give Ovid an understanding as to which parts of the Online Tools Authorized Users are visiting. Ovid may use such information for purposes including but not limited to improving the content of the Online Tools, marketing, advertising, reports to Subscriber, or research. Ovid may send information and notices of new services to registered Authorized Users. Ovid reserves the right to release current or past user information, whether or not the information identifies a particular person, internally within Ovid or to third parties for limited purposes in the event Ovid believes that the Online Tools are being used in violation of this Agreement or to commit unlawful acts, and/or if Ovid is required to disclose information to comply with applicable laws or regulations, or with a court or administrative order. Except as stated in this paragraph, Ovid will not share with unaffiliated third parties information specific to Authorized Users or share information regarding specific IP addresses. Ovid is, however, free to disclose aggregate non-personal information to third parties.

8. LIMITED WARRANTIES AND LIMITED LIABILITIES.

8.1. THE ONLINE TOOLS, THE PLATFORMS, THE DOCUMENTATION, AND ANY SUPPORT OR SERVICES PROVIDED HEREUNDER ARE FURNISHED BY OVID, ITS AFFILIATES AND LICENSORS AND ACCEPTED BY SUBSCRIBER "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED. OVID, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE FOREGOING, 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 ONLINE TOOLS, THE PLATFORMS, THE DOCUMENTATION, ANY SUPPORT OR SERVICES OR THE RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, CURRENCY, SUITABILITY, SYSTEM AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE). OVID DOES NOT WARRANT THAT THE PLATFORMS OR THE ONLINE TOOLS OR ANY COMPONENT THEROF WILL BE UNINTERRUPTED, THAT ITS USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT THE PLATFORMS OR THE ONLINE TOOLS OR ANY COMPONENT THEREOF WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL DEFECTS IN THE PLATFORMS OR THE ONLINE TOOLS WILL BE CORRECTED. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE ONLINE TOOLS AND OVID WILL HAVE NO LIABILITY THEREFOR. IN ADDITION, SUBSCRIBER ACKNOWLEDGES THAT ACCESS TO THE PLATFORMS AND THE ONLINE TOOLS MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND

ELECTRONIC COMMUNICATIONS, AND THAT OVID, ITS AFFILIATES AND ITS LICENSORS ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. NO OVID EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT.

8.2. THE ONLINE TOOLS ARE NO SUBSTITUTE FOR INDIVIDUAL PATIENT ASSESSMENT BASED UPON AN AUTHORIZED USER'S EXAMINATION OF EACH PATIENT. WHILE CERTAIN ONLINE TOOLS MAY DESCRIBE VARIOUS BASIC PRINCIPLES OF DIAGNOSIS AND THERAPY, SUCH ONLINE TOOLS SHOULD BE USED AS GENERAL MEDICAL REFERENCE MATERIALS TO ASSIST THE AUTHORIZED USER IN REACHING DIAGNOSTIC AND TREATMENT DECISIONS. SUBSCRIBER AND EACH AUTHORIZED USER SHOULD EXERCISE ITS OWN INDEPENDENT PROFESSIONAL AND CLINICAL JUDGMENT, TAKING INTO ACCOUNT INFORMATION ABOUT PARTICULAR INDIVIDUAL PATIENTS THAT CANNOT BE ASCERTAINED OR TAKEN INTO ACCOUNT AS A PART OF NECESSARILY GENERIC OR SUMMARY ONLINE TOOLS. GIVEN CONTINUOUS, RAPID ADVANCES AND CHANGES IN MEDICAL SCIENCE AND HEALTH INFORMATION, SUBSCRIBER AND EACH AUTHORIZED USER SHOULD CONSULT A VARIETY OF SOURCES WHEN PRESCRIBING MEDICATION, INCLUDING THE MANUFACTURER'S "PACKAGE INSERT". THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHOULD NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE IN ANY GIVEN PATIENT. SUBSCRIBER ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING PATIENT CARE SERVICES. SUBSCRIBER AND THE AUTHORIZED USERS ARE SOLELY RESPONSIBLE FOR THE USE OF ANY ONLINE TOOLS, AND SUBSCRIBER'S AUTHORIZED USERS ARE RESPONSIBLE FOR INDEPENDENTLY REACHING ANY MEDICAL JUDGMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NO RESPONSIBILITY IS ASSUMED BY OVID, ITS AFFILIATES OR LICENSORS FOR ANY INJURY AND/OR DAMAGE TO PERSONS OR PROPERTY, AS A MATTER OF PRODUCTS LIABILITY, NEGLIGENCE LAW OR OTHERWISE, OR FROM ANY REFERENCE TO OR USE BY SUBSCRIBER (OR ANY OF ITS HEALTHCARE PROFESSIONALS, INCLUDING THE AUTHORIZED USERS) OF ANY OF THE ONLINE TOOLS.

9. DAMAGES EXCLUSION AND LIMITATIONS OF LIABILITY.

9.1. DAMAGES EXCLUSION. IN NO EVENT SHALL OVID, ITS AFFILIATES OR LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, DISTRIBUTORS, SUBCONTRACTORS, SUPPLIERS OR AGENTS, HAVE ANY LIABILITY WHATSOEVER (A) (I) FOR BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOST SALES, LOST GOODWILL, OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, OR (II) FOR ANY OTHER LIABILITIES ARISING FROM ANY CLAIMS, DAMAGES, FINES, COSTS, OR EXPENSES, INCLUDING THOSE RELATED TO LOSS, UNAVAILABILITY, CORRUPTION, DISCLOSURE, OR MISUSE OF DATA, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY OTHER LIABILITIES ARISING FROM ANY CLAIMS, DAMAGES, FINES, COSTS, OR EXPENSES, INCLUDING THOSE RELATED TO LOSS, UNAVAILABILITY, CORRUPTION, DISCLOSURE, OR MISUSE OF DATA (INCLUDING THOSE RELATING TO OR ARISING FROM A PERSONAL DATA BREACH).

9.2. LIMITATIONS OF LIABILITY. THE TOTAL LIABILITY OF OVID, ITS AFFILIATES AND LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, DISTRIBUTORS, SUBCONTRACTORS, SUPPLIERS OR AGENTS ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, THE ONLINE TOOLS AND ANY OTHER CAUSE WHATSOEVER, SHALL NOT EXCEED, IN THE AGGREGATE FOR ANY AND ALL CLAIMS

UNDER OR IN RELATION TO THIS AGREEMENT, THE TOTAL FEES PAID BY SUBSCRIBER TO OVID FOR THE AFFECTED SERVICE OR ONLINE TOOL IN THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM OR CAUSE OF ACTION AROSE.

9.3. Bargained for Exchange; Breadth of Claims and Disclaimers. The allocations of liability in this Section represent the agreed, bargained-for understanding of the Parties and Ovid's compensation hereunder reflects such allocations. THE LIMITATIONS OF LIABILITY AND TYPES OF CLAIMS HEREBY LIMITED AND DISCLAIMED SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE), AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

9.4. Limitations Period. Any claim or cause of action arising under or otherwise relating to this Agreement, the Online Tools or other subject matter hereof or thereof must be commenced within one year from the date such claim or cause of action first arose.

10. CONFIDENTIALITY. Subscriber acknowledges that the Online Tools and the Platforms are the proprietary property of Ovid, its affiliates and the Information Providers, and that the processes and methodology used in producing the Online Tools and the Platforms 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. This provision shall survive the expiration or earlier termination of this Agreement.

11. MISCELLANEOUS.

11.1. **AFFILIATES OF OVID**. The applicable Ovid entity for purposes of this Agreement shall be determined by Subscriber's principal place of business: (i) in Andorra, Belgium, Cyprus, Greece, Iran, Israel, Luxembourg, Malta, the Netherlands, San Marino, Turkey or the Vatican City: Ovid Technologies BV; (ii) in the Aland Islands, Albania, Armenia, Austria, Azerbaijan, Belarus, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Denmark, Estonia, Faroe Islands, Finland, Georgia, Germany, Greenland, Hungary, Iceland, Kazakhstan, Kosovo, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Montenegro, Norway, Poland, Romania, Russia, Serbia, the Slovak Republic, Slovenia, Svalbard & Jan Mayen, Sweden, Switzerland, Tajikistan, Turkmenistan, Ukraine, or Uzbekistan: Ovid Technologies GmbH; (iii) in Algeria, France, French Guiana, French Polynesia, French Southern Territory, Guadaloupe, Martinique, Monaco, Morocco, New Caledonia, Reunion, Saint Barthélemy, or Tunisia: Ovid Technologies Sarl; (iv) in Portugal or Spain: Ovid Technologies SL; (v) in Afghanistan, Benin, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoro Islands, Congo, Congo Democratic Republic, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Guinea, Guinea-Bissau, Iran, Iraq, Italy, the Ivory Coast, Jordan, Lebanon, Liberia, Libya, Malawi, Mali, Mauritania, Mayotte, Niger, Palestine, Rwanda, Sao Tome and Principe, Senegal, Sierra Leone, Somalia, Sudan, Syria, Togo, Western Sahara, Yemen, or Zimbabwe: Ovid Technologies SRL; or (vi) in Angola, Bahrain, Botswana, England, Ghana, Gibraltar, Guernsey, Ireland, Jersey, Kenya, Kuwait, Lesotho, Madagascar, Maldives, Mauritius, Mozambique, Namibia, Nigeria, Northern Ireland, Oman, Qatar, Saudi Arabia, Scotland, Seychelles, South Africa, Swaziland, Tanzania, Uganda, United Arab Emirates, Wales, or Zambia: Wolters Kluwer Health (Medical Research) Ltd. If none of the foregoing is applicable, then the Ovid entity hereunder shall be Ovid Technologies, Inc.

11.2. **GOVERNING LAW; LANGUAGE OF AGREEMENT**. This Agreement, and any disputes arising out of or related hereto, is governed by and shall be governed by and enforced in accordance with the laws of Spain, including its statutes of limitations, without regard to any law or statutory provision that would require or permit the application of another jurisdiction's substantive law. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. 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.

11.3. **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 Subscriber's principal place of business, as specified in the Order, as follows: in Europe, the Middle East and Africa, disputes shall be submitted to arbitration in Spain. 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.

11.4. **DISPUTE RESOLUTION PROCEDURES FOR ARBITRATION**. The Parties agree that the following procedures shall apply to any disputes under this Agreement to which arbitration applies as set forth in this Agreement. Arbitration shall be conducted before a single arbitrator, unless the amount in dispute exceeds the equivalent of US$250,000, to be jointly selected and if the Parties cannot agree on such single arbitrator within a period of 30 days after an arbitration proceeding has commenced, then the single arbitrator will be selected in accordance with the rules of the applicable arbitral body for the relevant jurisdictions set forth in Section 11.3 above. If the amount in dispute exceeds the equivalent of US$250,000, it shall be decided by a panel of three arbitrators, one to be selected by each Party and the third to be jointly selected by the two Party-appointed arbitrators. The arbitrators must have experience with and knowledge of intellectual property transactions and have been admitted to the practice of law for at least ten years. The language of the arbitral proceedings shall be in English. Under no circumstances are the arbitrators authorized to make awards contrary to the damages exclusions, liability limitations, remedial and other provisions of this Agreement. The arbitration award shall be final and binding on the Parties. The arbitrators shall be authorized to award costs and attorney's fees or to allocate them between the Parties. Any court with jurisdiction shall be entitled to enforce the agreement of the Parties to arbitrate their disputes and enter judgment on any arbitral award hereunder.

11.5. **ENTIRE AGREEMENT**. This Agreement, user restrictions and other notices concerning the Online Tools, the Platforms or the Documentation as provided from time to time by Ovid, the terms and conditions for Online Tools available at Ovid's websites, all Orders executed between the Parties, any schedules and exhibits to this Agreement, and any other documents referenced herein collectively constitute the entire agreement between the Parties and supersede and extinguish all prior and contemporaneous agreements, negotiations, understandings, representations, warranties, proposals and communications, whether oral or written, between the Parties relating to the subject matter of this Agreement. It is expressly agreed that any terms of a purchase order, requisition, work order, request for proposal or other document or record prepared, issued or provided by or on behalf of Subscriber relating to the subject matter of this Agreement is for administrative convenience only and will have no effect in supplementing, varying or superseding any provisions of this Agreement, will be of no force or effect, and will not be binding on the Parties, regardless of any acknowledgement thereof by Ovid.

11.6. **PRECEDENCE**. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Order, schedule, exhibit or other attachment, the order of precedence shall be as follows: first, the body of this Agreement; then any applicable schedules or exhibits to this Agreement; then any Order; then any exhibits or other attachments to any Order;, then any terms or conditions for the Online Tools available at Ovid's websites. In the event of conflict between this Agreement and any Order, the body of this Agreement shall govern and control, except to the extent such Order makes clear that this Agreement is being amended by such Order.

11.7. **NO CONSTRUCTION AGAINST DRAFTER**. Each of the Parties acknowledges that it has had the opportunity to be represented by legal counsel prior to entering into this Agreement, including any Order or any other document hereunder. As a consequence, in construing this Agreement, including any Order or any other document hereunder, no provision hereof shall be construed in favor of one Party on the ground that such provision was drafted by the other Party.

11.8. **AMENDMENT**. This Agreement may not be modified or amended except by a writing signed by both Parties or in accordance with the provisions set forth in Section 3.2 of this Agreement.

11.9. **WAIVER**. No waiver by a Party of a breach or the failure by a Party to claim a breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

11.10. **SEVERABILITY**. In the event that any provision of this Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken and replaced with a legal and enforceable provision that most closely reflects the intent of the Parties with respect thereto and the remainder of this Agreement shall continue in full force and effect.

11.11. **SURVIVAL.** Any terms or conditions of this Agreement that, by their express terms extend beyond termination or expiration of this Agreement or that by their nature shall so extend, shall survive and continue in full force and effect after any termination or expiration of this Agreement. Without limiting the generality of the foregoing, the obligations and rights of the Parties pursuant to Sections 3, 4, 5, 6, 7, 8, 9, 10, and 11, and any other provisions herein that protect the proprietary rights of Ovid and the Information Providers shall survive the termination or expiration of this Agreement.

11.12. **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 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 Subscriber attempts to assign this Agreement or any of its rights or obligations under this Agreement in breach of this Section 11.12, then such assignment shall be null and void and of no force or effect.

11.13. **JURY TRIAL WAIVER**. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY AND UNCONDITINALLY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT**.

11.14. **NO THIRD-PARTY BENEFICIARY**. Except for Ovid's suppliers and licensors, and except as provided in Section 3.6, no third party is intended to be nor will be a third-party beneficiary of any provision under this Agreement, and Ovid and Subscriber will be the only parties entitled to enforce the rights and terms set out in this Agreement.

11.15. **FORCE MAJEURE**. Except for a Party's obligation to pay fees that are due, neither Party will be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault, including but not limited to, acts of God, acts of government, flood, fire, civil unrest or war, acts of terror, declaration of a pandemic by the World Health Organization, labor strikes (other than those involving the Party's employees), computer attacks or malicious acts, such as attacks on or through the Internet, or failures of service of any telecommunications or Internet service carriers or providers (a "**Force Majeure Event**"). The Party affected by the Force Majeure Event will (a) use reasonable efforts after the start of the Force Majeure Event to notify the other Party in writing of the Force Majeure Event including the likely or potential duration, if known, and the effect on its ability to perform any of its obligations under the Agreement] and (b) use reasonable means to mitigate the effect of the Force Majeure Event on the performance of its obligations. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to the Force Majeure.

11.16. **HEADINGS**. All headings are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Agreement.

11.17. **NOTICES**. All notices, consents or other communications referred to in this Agreement 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.) to Ovid at 28 Liberty Street, New York, NY 10005, Attn: Legal Department or to

Subscriber at the address set forth in the Order. 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.

11.18. 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 or portable document format (PDF) 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.	**SISTEMA SANITARIO PUBLICO DE ANDALUCIA- Biblioteca Virtual (Fundación Pública Andaluza Progreso y Salud)**
By: _____	By: _____
Name: Julie Germes	Name: Gonzalo Balbontin Casillas
Title: Associate Director, France,Belgium, Iberia, North Africa	Title: Managing Director

Ovid Technologies SL

Paseo de la Castellana, 93
28046 Madrid
Spain

Tel.: +34 91 4186275

Document # 696900
Date 12-Jan-24

Bill To:
Customer#: 99305
Fundación Pública Andaluza Progreso y Salud
Attention:
Avda. Américo Vespucio nº 15, Edificio S-2
Sevilla, 41092

Ship To:
Customer#: 99305
Sistema Sanitario Publico de Andalucia- BV
Biblioteca Virtual
Sevilla

Price Quote #: 696900

Product	Usage Level	Qty	Charges €	Total €
ADAP-JN-01 Advances in Anatomic Pathology Order#: 1154295 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 2,320.00 Tax: 92.80	2,412.80
AIDS-JN-99 AIDS Order#: 1154296 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 7,530.00 Tax: 301.20	7,831.20
AJDR-JN-96 American Journal of Dermatopathology, The Order#: 1154298 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 4,035.00 Tax: 161.40	4,196.40
AJGA-JN-18 American Journal of Gastroenterology Order#: 1187415 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 12-Jan-2024 End Date:01-Jan-2025	SITE	1	Price: 2,974.00 Tax: 118.96	3,092.96

- Renewal prices are valid until current subscription end date, new order prices are valid for 30 days from document date.

Wolters Kluwer

Ovid Technologies SL

Paseo de la Castellana, 93
28046 Madrid
Spain

Tel.: +34 91 4186275

AJSP-JN-96 American Journal of Surgical Pathology, The Order#: 1154301 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 4,800.00 Tax: 192.00	4,992.00
AACR-CS-I13 Anesthesia & Analgesia and A&A Practice Bundle Order#: 1154293 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 4,045.00 Tax: 161.80	4,206.80
ANET-JN-95 Anesthesiology Order#: 1154303 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 4,145.00 Tax: 165.80	4,310.80
ANPS-JN-01 Annals of Plastic Surgery Order#: 1154333 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,536.00 Tax: 141.44	3,677.44
ANSU-JN-96 Annals of Surgery Order#: 1154334 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,357.00 Tax: 134.28	3,491.28

- Renewal prices are valid until current subscription end date, new order prices are valid for 30 days from document date.

CIRC-JN-93 Circulation Order#: 1154304 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,637.00 Tax: 145.48	3,782.48
CNUM-JN-96 Clinical Nuclear Medicine Order#: 1154308 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,078.00 Tax: 123.12	3,201.12
CONT-JN-04 CONTINUUM: Lifelong Learning in Neurology Order#: 1154321 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,210.00 Tax: 128.40	3,338.40
CORN-JN-00 Cornea Order#: 1154329 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,937.00 Tax: 157.48	4,094.48
CCME-JN-95 Critical Care Medicine Order#: 1154337 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,116.00 Tax: 124.64	3,240.64

- Renewal prices are valid until current subscription end date, new order prices are valid for 30 days from document date.

COAN-JN-98 Current Opinion in Anesthesiology Order#: 1154310 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 4,226.00 Tax: 169.04	4,395.04
COCC-JN-97 Current Opinion in Critical Care Order#: 1154312 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,874.00 Tax: 154.96	4,028.96
COID-JN-98 Current Opinion in Infectious Diseases Order#: 1154318 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,845.00 Tax: 153.80	3,998.80
CONE-JN-97 Current Opinion in Neurology Order#: 1154319 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 4,181.00 Tax: 167.24	4,348.24
COOP-JN-97 Current Opinion in Ophthalmology Order#: 1154324 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 4,483.00 Tax: 179.32	4,662.32
COPE-JN-97 Current Opinion in Pediatrics Order#: 1154326 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,296.00 Tax: 131.84	3,427.84

- Renewal prices are valid until current subscription end date, new order prices are valid for 30 days from document date.

COPM-JN-97 Current Opinion in Pulmonary Medicine Order#: 1154327 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,294.00 Tax: 131.76	3,425.76
CORH-JN-97 Current Opinion in Rheumatology Order#: 1154328 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 2,358.00 Tax: 94.32	2,452.32
DERS-JN-75 Dermatologic Surgery Order#: 1154342 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 2,416.00 Tax: 96.64	2,512.64
DCRM-JN-08 Diseases of the Colon & Rectum Order#: 1154341 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,166.00 Tax: 126.64	3,292.64
EUJA-JN-08 European Journal of Anaesthesiology (EJA) Order#: 1154344 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,679.00 Tax: 147.16	3,826.16

- Renewal prices are valid until current subscription end date, new order prices are valid for 30 days from document date.

JAAO-JN-10 JAAOS - Journal of the American Academy of Orthopaedic Surgeons Order#: 1154347 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,101.00 Tax: 124.04	3,225.04
JOCO-DL-ALG JCO Digital Library - (Renewal Only) Order#: 1272863 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 12-Jan-2024 End Date:01-Jan-2025	SITE	1	Price: 28,278.00 Tax: 1,131.12	29,409.12
JBJS-CS-I15 Journal of Bone and Joint Surgery - American Volume Bundle Order#: 1154349 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,378.00 Tax: 135.12	3,513.12
JCRS-JN-19 Journal of Cataract and Refractive Surgery Order#: 1224282 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 1,709.00 Tax: 68.36	1,777.36
CEHP-JN-N19 Journal of Continuing Education in the Health Professions, The from 2015 Access Type: Network Authorized Sites: All Authorized Sites Listed Product Type: Subscription	3 Sim. User(s)	1	Price: 1,316.00 Tax: 52.64	1,368.64
JCSU-JN-01 Journal of Craniofacial Surgery Order#: 1154354 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 4,579.00 Tax: 183.16	4,762.16

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JHYP-JN-00 Journal of Hypertension Order#: 1154356 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 4,816.00 Tax: 192.64	5,008.64
JORT-JN-96 Journal of Orthopaedic Trauma Order#: 1154360 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,469.00 Tax: 138.76	3,607.76
JPOR-JN-96 Journal of Pediatric Orthopaedics Order#: 1154365 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 4,538.00 Tax: 181.52	4,719.52
JASN-JN-90 Journal of the American Society of Nephrology (1990-Pres) Order#: 1362682 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 2,129.00 Tax: 85.16	2,214.16
JTRA-JN-95 Journal of Trauma and Acute Care Surgery, The Order#: 1154366 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,052.00 Tax: 122.08	3,174.08

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JURO-JN-N06 Journal of Urology 2006 to Present Order#: 1187416 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 12-Jan-2024 End Date:01-Jan-2025	SITE	1	Price: 2,138.00 Tax: 85.52	2,223.52
WOCN-JN-04 Journal of Wound Ostomy & Continence Nursing Order#: 1154393 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 1,796.00 Tax: 71.84	1,867.84
MEDL-DB-I66 Medline (1946-Date) Order#: 551845 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 12-Jan-2024 End Date:01-Jan-2025	SITE	1	Price: 0.00	0.00
NEUR-CS-BDL Neurology and Neurology: Clinical Practice Bundle Order#: 1154367 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 10,634.00 Tax: 425.36	11,059.36
NEUS-JN-N22 Neurosurgery from 2015 Order#: 1373192 Access Type: Network Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 12-Jan-2024 End Date:15-Jan-2025	5 Sim. User(s)	1	Price: 6,474.00 Tax: 258.96	6,732.96

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OBGN-JN-04 Obstetrics & Gynecology Order#: 1154369 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,569.00 Tax: 142.76	3,711.76
OPRS-JN-00 Ophthalmic Plastic & Reconstructive Surgery Order#: 1154371 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,100.00 Tax: 124.00	3,224.00
OULO-TC-001 Ovid User License (Online) Order#: 551846 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 12-Jan-2024 End Date:01-Jan-2025	SITE	1	Price: 0.00	0.00
PECC-JN-01 Pediatric Critical Care Medicine Order#: 1154376 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 2,582.00 Tax: 103.28	2,685.28
OVJ3-30-45 Pediatric Emergency Care Order#: 1154374 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 2,661.00 Tax: 106.44	2,767.44
PIDJ-JN-96 Pediatric Infectious Disease Journal, The Order#: 1154377 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 2,912.00 Tax: 116.48	3,028.48

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PLRS-JN-96 Plastic and Reconstructive Surgery Order#: 1154378 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,689.00 Tax: 147.56	3,836.56
PORT-SV-FEE Portal Services Fee Order#: 800620 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 12-Jan-2024 End Date:01-Jan-2025	SITE	1	Price: 0.00	0.00
RETI-JN-01 Retina Order#: 1154381 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,360.00 Tax: 134.40	3,494.40
RCBP-JN-07 Retinal Cases and Brief Reports Order#: 1154380 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 1,672.00 Tax: 66.88	1,738.88
SPNE-JN-96 Spine Order#: 1154385 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 6,830.00 Tax: 273.20	7,103.20
STRO-JN-95 Stroke Order#: 1154386 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 3,403.00 Tax: 136.12	3,539.12

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THUE-JN-01 Techniques in Hand & Upper Extremity Surgery Order#: 1154390 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 2,045.00 Tax: 81.80	2,126.80
TRAN-JN-96 Transplantation Order#: 1154391 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 31-Jan-2024 End Date:31-Jan-2025	SITE	1	Price: 5,571.00 Tax: 222.84	5,793.84

---- Continued on Next Page ----

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NEJM BUNDLE **€55,985.00**

Tax: **€2,239.40**

Product	Usage Level	Quantity
NCIC-JN-23 NEJM Catalyst Innovations in Care Delivery Order#: 1363680 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 25-Feb-2024 End Date:28-Feb-2025	SITE	1
NEJW-JN-NEW NEJM Journal Watch Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription	SITE	1
NJME-CS-BDL New England Journal of Medicine & NEJM Evidence Bundle Order#: 1363679 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 25-Feb-2024 End Date:28-Feb-2025	SITE	1

Sub-Total:	**€271,324.00**
Total S&H:	**€0.00**
Total Tax:	**€10,852.96**
Grand Total:	**€282,176.96**

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Authorized Facilities/Sites:

Key	Facilities / Site	Address
1	Sistema Sanitario Publico de Andalucia- BV (#99305) / Biblioteca Virtual (#1)	Avda. Americo Vespucio, 15 Edificio S-2, Sevilla, SPAIN, 41092
2	Agencia Publ.Sanitaria Bajo Gualdalquivir (#123842) / (#1)	Avda. Brigadas Internacionales, S/N, Utrera, Sevilla, SPAIN, 41710
3	Área de gestión sanitaria Campo de Gibraltar Este (#127086) / (#1)	Ronda Norte, S/N Esquina Gabriel Miró, La Línea de la Concepción, SPAIN, 11300
4	Área de gestión sanitaria Campo de Gibraltar Oeste (#67314) / (#1)	Ctra. de Getares s/n, Algeciras, CÁDIZ, SPAIN, 11207
5	Área de Gestión Sanitaria de Osuna (#32554) / (#1)	Avda. Constitución, 2, Osuna, Sevilla, SPAIN, 41640
6	Área de gestión sanitaria Este de Málaga - Axarquia (#73401) / (#1)	Urb. El Tomillar, S/N, Velez-Málaga, SPAIN, 29700
7	Área de gestión sanitaria Jerez, Costa Noroeste y Sierra de Cádiz (#95029) / (#1)	Ronda de Circunvalación, S/N, Jerez de la Frontera, Cádiz, SPAIN, 11407
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9	Área de gestión sanitaria nordeste de Jaén (#53543) / Anatomía Patológica (#2)	Carretera de Linares Km. 1, Ubeda, JAÉN, SPAIN, 23400
10	Área de gestión sanitaria Norte de Almería (#99735) / (#1)	Avda. Dra. Ana Parra, s/n, (Huércal-Overa), Almeria, SPAIN, 04600
11	Área de gestión sanitaria Norte de Córdoba (#26549) / (#1)	Juan del Rey Calero s/n, Pozoblanco, Córdoba, SPAIN, 14400
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17	Área de gestión sanitaria Sur de Granada (#96974) / (#1)	Avda. Enrique Martín Cuevas, s/n., Motril, Granada, SPAIN, 18600
18	Área de gestión sanitaria Sur de Sevilla (#1857) / (#1)	Ctra. de Cádiz s/n Km. 548.9, Sevilla, SPAIN, 41014
19	Consejería de Salud y Familias (#97454) / included training, managing, research, (#1)	administrative and forensic services, Avda. de la Innovación, S/N (Edificio Arena), Sevilla, SPAIN, 41020
20	Empresa Pública de Emergencias Sanitarias. (#87146) / (#1)	C/ Max Planck, Nº 1, ,, Sevilla, SPAIN, 41092
21	Escuela Andaluza de Salud Pública (#18485) / (#2)	Cuesta del Observatorio, Nº 4, Granada, SPAIN, 18011
22	Fundac. Andaluza Integ. Social Enfermo Mental (#99749) / (#1)	Avda. de las Ciencias, 27 Acc. A., Sevilla, SPAIN, 41020

23	Fundación Pública Andaluza Progreso y Salud (#99748) / (#1)	Avda. Americo Vespucio, 15, Sevilla, SPAIN, 41092
24	Hospital Universitario Juan Ramón Jiménez (#60016) / (#1)	Ronda Exterior Norte S/N, Huelva, SPAIN, 21005
25	Hospital Alto Guadalquivir (#96181) / (#1)	Av. Blas Infante s/n, Andújar/Jaén, SPAIN, 23740
26	Hospital de Costa Del Sol (#86799) / Biblioteca (#1)	Biblioteca, Crtra Nacional 340 Km 187, Marbella(Malaga), SPAIN, 29600
27	Hospital de Montilla (#127087) / (#1)	A-309, Ctra. Montoro-Puente Genil, Km. 65,350, Montilla (Córdoba), SPAIN, 14550
28	Hospital de Poniente (#72149) / (#1)	Diseminado Ctra de Almerimar, No. 31, El Ejido, ALMERÍA, SPAIN, 04700
29	Hospital Infanta Elena - Huelva (#72564) / Biblioteca (#1)	C/ Dr. Pedro Naranj, Huelva, SPAIN, 21080
30	Hospital San Juan de Dios del Aljarafe (#114033) / Direccion Medica (#1)	Avda. San Juan de Dios, s/n, Bormujos (Sevilla), SPAIN, 41930
31	Hospital Universitario de Jaén (#19644) / (#1)	Av. del Ejército Español, 10, Jaén, SPAIN, 23007
32	Hospital Universitario Puerta del Mar (#98515) / (#1)	Avda. Ana de Viya, 21, Cádiz, SPAIN, 11009
33	Hospital Universitario Puerto Real (#93771) / Biblioteca (#1)	Ctra. Nacional IV, Km 556, Puerto Real, Cádiz, SPAIN, 11015
34	Hospital Universitario Regional de Málaga (#87147) / (#1)	Avda Carlos Haya, S/N, Malaga, SPAIN, 29010
35	Hospital Universitario Reina Sofía (#98953) / (#1)	Avda. Menéndez Pidal, s/n, Córdoba, SPAIN, 14004
36	Hospital Universitario Torrecárdenas (#72541) / (#1)	C/ Hermandad de Donantes de Sangre, S/N, Almeria, SPAIN, 04009
37	Hospital Universitario Virgen de la Victoria (#92236) / Biblioteca (#1)	Campus de Teatinos s/n, Málaga, SPAIN, 29010
38	Hospital Universitario Virgen de las Nieves (#12985) / (#1)	Avda. de las Fuerzas Armadas Nº 2, Granada, SPAIN, 18014
39	Hospital Universitario Virgen de Macarena (#98520) / Biblioteca (#1)	Avda. Dr. Fedriani, 3, Sevilla, SPAIN, 41009
40	Hospital Universitario Virgen del Rocío (#57973) / (#1)	Avda Manuel Siurot s/n -, Sevilla, SPAIN, 41013
41	Servicio Andaluz de Salud (#21193) / (#1)	Avda de la Constitución 18, Sevilla, SPAIN, 41071

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Signature: _____ Date:_____

Printed Name: _____

_____
Purchase Order Number (if necessary)

Signature: _____
Julie Germes (Apr 24, 2024 16:14 GMT+2)

Email: julie.germes@wolterskluwer.com

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MSA Andalucia

Final Audit Report 2024-04-24

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By:	Yolanda Valleguerra (yolanda.valleguerra@wolterskluwer.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA29u_NL8QWeKU4aIU_0vqhGPEL2S4mFvf
Number of Documents:	1
Document page count:	26
Number of supporting files:	0
Supporting files page count:	0

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2024-04-24 - 2:07:41 PM GMT

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Signature Date: 2024-04-24 - 2:14:25 PM GMT - Time Source: server

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Signature: Gonzalo Balbontín Casillas (May 23, 2024 14:49 GMT+2)

Email: direccion.gerencia.fps@juntadeandalucia.es

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Created:	2024-05-23
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Status:	Signed
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Number of Documents:	2
Document page count:	40
Number of supporting files:	0
Supporting files page count:	0

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