

ACCESS MEDICINE
License Agreement (“License”)
The McGraw-Hill Companies, Inc. (“McGraw-Hill”)

Definitions: As used in this License, the following terms have the designated meanings:

“**AccessMedicine**” refers to the various online sites included as part of McGraw-Hill’s AccessMedicine, including Harrison’s Online, Hurst’s The Heart, MMBID, Access Lange and CMDT, the related web pages and Harrison’s On Hand, and any additional sites McGraw-Hill may designate as part of AccessMedicine.

“**Subscriber**” refers to the following institution: University of Calgary and University of Alberta as represented by the Health Knowledge Network. Subscriber operates a consortium, the use of which is restricted to registered members.

“**Subscriber’s Representative**” refers to the following person: Health Knowledge Network General Manager.

“**User(s)**” refers to any individual (s) who has been designated by Subscriber as authorized to use the applicable AccessMedicine site(s).

“**AccessMedicine Online Owned Content**” means information entered into the applicable AccessMedicine site(s) by McGraw-Hill’s employees and its licensors, including, without limitation, those authorized representatives who are editors or who are otherwise designated by McGraw-Hill (collectively, the “**McGraw-Hill Designated Online Providers**”)

“**Other Content**” means any other information entered into the applicable AccessMedicine site by Users or other persons.

All use by Subscriber or by any User of any of the site(s) within AccessMedicine that are selected by Subscriber on the order form filled out by Subscriber or otherwise subscribed to by Subscriber is subject to the terms and conditions set forth in this License. Subscriber shall take reasonable efforts to inform Users accessing applicable AccessMedicine site(s) of the terms of this License.

1. **Authorized Use of AccessMedicine Owned Content.** McGraw-Hill warrants that all of the AccessMedicine Online Owned Content is either the property of McGraw-Hill or is licensed to McGraw-Hill and is protected by copyright and other intellectual property laws. McGraw-Hill warrants it has the right to distribute the content in AccessMedicine. During the specified term of use, McGraw-Hill hereby grants to Subscriber, for the limited number of designated Users, ... a non-exclusive, non-transferable license to access and use the applicable AccessMedicine site(s) under the terms described in this License. Subscriber shall honor all reasonable requests by McGraw-Hill to protect McGraw-Hill’s proprietary interests in the applicable AccessMedicine site(s). Except for the limited rights given to Subscriber herein, all rights in the AccessMedicine site(s) are reserved by McGraw-Hill. Authorized users may be added or deleted from this Agreement as mutually agreed upon by Access Medicine and the Subscriber.

2. **Use Restrictions.** Users shall be permitted to display, download, or print out, for Users’ own research or study only, materials from the applicable AccessMedicine site(s) subscribed to hereunder. Neither Subscriber nor any Users may otherwise copy, transmit, rent, lend, sell or modify any materials from any AccessMedicine site(s) or modify or remove any proprietary notices contained therein, or create derivative works based on materials therefrom. Users are not permitted to download or print out a substantial portion of the applicable AccessMedicine site(s) subscribed to hereunder, which McGraw-Hill defines as entire “parts” of the content as outlined in AccessMedicine. Neither Subscriber nor any Users may disseminate any portion of the applicable AccessMedicine site(s) subscribed to hereunder through electronic means, including mail lists or electronic bulletin boards and will not restrict or inhibit any other User’s access to, or use of, the applicable AccessMedicine site(s) subscribed to hereunder. The Subscriber may not re-license nor authorize any party to co-brand any of the content pages of applicable AccessMedicine site(s) subscribed to hereunder. For purposes of this Agreement, the terms “co-brand” or “co-branding” mean to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner reasonably likely to give a User the impression that such other party has the right to display, publish, or distribute the licensed content.

3. **Other Content.**

a. McGraw-Hill shall have a perpetual, non-exclusive right to use all material entered into the applicable AccessMedicine site(s) subscribed to hereunder by Subscriber or by any User (other than third party material transmitted through private electronic mail) in any of McGraw-Hill’s print or electronic publications, services or sites or any promotional or marketing materials related thereto. Users’ privacy shall be protected and respected, and reporting of user contributions or use of the product will only be anonymous or reported in an aggregate form.

b. Neither McGraw-Hill nor the McGraw-Hill Designated Online Providers have any responsibility for Other Content, including the content of any messages or information posted by Subscriber, Users or others or for the content of information accessible via direct or indirect hyperlinks from the applicable AccessMedicine site(s). However, McGraw-Hill retains the right, which it may or may not exercise in its sole discretion, to review, edit or delete Other Content which McGraw-Hill deems to be illegal, offensive, or otherwise inappropriate.

c. Neither Subscriber nor Users may input or distribute any material through any of the applicable AccessMedicine site(s) subscribed to hereunder which is promotional in nature, including solicitations for funds or business, without the prior written authorization of McGraw-Hill.

...

5. **Term and Termination.**

...

c. Upon termination of this Agreement, McGraw-Hill will provide Subscriber and its authorized users with an archive of the material contained in AccessMedicine.