

BACKFILES AGREEMENT

AMERICAN MEDICAL ASSOCIATION PUBLICATIONS

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1. DEFINITIONS

A. “Activation Date” shall mean the date on which AMA provides Licensee with initial access to the Licensed Materials as more specifically identified on Exhibit A attached hereto and made a part hereof.

B. “Authorized Sites” means those geographic locations identified on Exhibit B of this Agreement. In the event Licensee is acquired by or merges into a third party during the term of this Agreement, such acquired or merged third party may be deemed a separate additional site subject to additional fees, at AMA’s sole and exclusive discretion. For purposes of this Agreement, any institution, agency, association or organization related to or affiliated with Licensee (e.g. whether parent, sister or subsidiary to Licensee) will not be deemed “Authorized Sites” without AMA’s express written consent.

C. “Authorized Users” means: (i) Licensee; and (ii) individuals at the Authorized Sites who are authorized by Licensee to access Licensee’s Secured Network due to their status as current students, faculty members, or employees, or who are otherwise authorized to access the Secured Network (as defined herein) in the ordinary course of Licensee’s business (e.g., independent contractors, temporary personnel). For the avoidance of doubt, “walk-ins,” individuals unaffiliated as students, faculty, or employees who are permitted use of Licensee’s libraries, are considered Authorized Users while physically present at the site.

D. “Maintenance and Hosting Fee” means the amount set forth in Exhibit A or as otherwise determined from time to time by AMA.

E. “License Fee” means the amount set forth in Exhibit A.

F. “Licensed Materials” means those AMA publications and/or materials ordered by Licensee as identified on Exhibit A.

G. “Renewal Term” shall have the meaning ascribed to it in Section 4B.

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