#### Ovid Technologies, Inc. Master License Agreement

This Master License Agreement (the "Agreement"), dated as of December 31, 2019 is between Ovid Technologies, Inc. or its applicable affiliate (pursuant to Section 9) ("Ovid") and the participating institutions of the Consortium of Swiss Academic Libraries, having offices at c/o SLSP, Werdstrasse 2, 8004 Zurich, Switzerland (each participating institution is listed on Schedule I to this Agreement, and each institution is referred to in this Agreement as a "Licensee", and collectively the "Licensees"), and provides for Ovid to grant a license to each Licensee to access and use the Products (as defined below), subject to the terms and conditions of this Agreement. Ovid and each Licensee 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 each Licensee who are authorized to access the Products licensed hereunder from or through the Authorized Sites in accordance with the following, as applicable based on Licensee's entity type:
  - <u>Corporate Market</u>: employees of each Licensee and independent contractors of each Licensee who are bound by a legal obligation to comply with this Agreement, solely to the extent such employees and independent contractors are accessing the Products in accordance with the Permitted Use.
  - <u>Academic Institution</u>: currently enrolled students, faculty, and staff of each Licensee, and authorized walk-in users, solely to the extent such enrolled students, faculty, staff and walk-in users are accessing the Products in accordance with the Permitted Use.
  - <u>Medical Service Provider</u>: healthcare professionals employed by each Licensee and independent contractors of each Licensee who are 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 Products in accordance with the Permitted Use.
  - <u>Public Library</u>: library staff of each Licensee and walk-in patrons, solely to the extent such library staff and walk-in patrons are accessing the Products in accordance with the Permitted Use.

For purposes of this Agreement, any individual users of institutions, associations or organizations (i) related or affiliated with a Licensee, or (ii) acquired by or merged with a Licensee 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 licensed on a Subscription Basis, unless unavailable due to an Information Provider's terms, will include the most current edition available through Ovid. Books licensed 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 Products hercunder.
- "Information Providers" means content providers that have licensed to Ovid content included in one or more Products.
- 1.9. "Journals" means the specific electronic journals specified in any applicable Order.

- 1.10. "License Fee" means the fees for access to the Products and the Platforms, as specified in the applicable Orders, including fees for Perpetual Access Basis Products and fees for Subscription Basis Products.
- 1.11. "Order" means an order form for licensing one or more Products that Ovid and a Licensee 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 the applicable Licensee.
- 1.13. "Other Content" means the products identified as "Other Content" in any applicable Order.
- 1.14. "Permitted Use" means the limited purposes for which Authorized Users may use the Products, specifically (i) online use of and access to the Products 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 Products; (iii) for interlibrary ("ILL") purposes, print data obtained from searches and transmit the printed document through Subscriber's traditional ILL policies and procedures and in compliance with Section 108 of the United States Copyright Act, provided that any electronic transmission must be via a secure method, which method may not include electronic mail, and (iv) such other uses as may be set forth or referenced in an applicable Order. The Permitted Use for specific Products 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 Products 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 Licensee's Web pages to virtually any point within an Ovid session, and for purposes of this Section 1.14, "limited" means an amount of content that: (i) has no independent commercial value; (ii) could not be used by the recipient as a substitute for any Product (or a substantial part of it); or (iii) is not regularly or systematically updated.

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 a 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.

Only for content owned by Wolters Kluwer Health, Inc. or for which Wolters Kluwer Health, Inc. has an exclusive license to publish, Permitted Use will include text and data mining, which is the use of the Products to perform and engage in non-commercial text mining data mining activities for academic research and other educational purposes, Authorized Users may mount, load and use the results of such text and data mining in accordance with this Agreement. The Licensee and the Authorized Sites will ensure compliance by the Authorized Users with the obligations of this Agreement, including but not limited to security and technical access requirements.

- 1.15. "Perpetual Access Basis" means a perpetual license for the applicable Products.
- 1.16. "Platform" means, as applicable, (i) the search and retrieval application software made available to Licensee through the Ovid online platform and any modifications, enhancements, updates, upgrades or new releases to the foregoing (the "Ovid Platform"); and (ii) the third party platforms made available to Licensee to access the Products 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 products for which Ovid reserves the right to charge an additional fee.
- 1.17. "Products" means the Databases, Journals, Archives, Books and/or Other Content ordered by Licensee pursuant to one or more Orders, designated as "Products" on the applicable Order.

- 1.18. "Subscription Basis" means a subscription (i.e., term) license for the applicable Products designated in any applicable Order as "Subscription Basis".
- **1.19.** "Subscription Term" means one (1) year from the date of initial access to the applicable Products, unless otherwise specified in the applicable Order.

### 2. LICENSE AND ACCESS.

- 2.1. LICENSE TO PRODUCTS. For the Products set forth in an applicable Order, Ovid hereby grants to Licensee the non-transferable (except as set forth herein), nonexclusive, limited license to allow its Authorized Users to access and use the Products specified in the applicable Order via the applicable Platform (subject to payment of any applicable License 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 license is effective (i) for Subscription Basis Products, only during the applicable Subscription Term, and (ii) for Perpetual Access Products, on a perpetual basis.
- 2.2. ACCESS. Licensee may access the Products 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; (iv) access code redemption by Authorized Users; or (v) Shibboleth authentication. Method of access to the applicable Platform may change over time. Ovid reserves the right, in its sole discretion, to alter or change Licensee's identification passwords, if applicable, as circumstances may warrant, and Ovid will promptly notify Licensee of the foregoing. Licensee may elect to use proxy servers to allow Authorized Users to access the applicable Products remotely through the Authorized Sites. If Licensee elects to provide such remote access, Licensee will strictly limit such access only to Authorized Users through a secure method of user verification. Licensee will immediately notify Ovid if it believes unauthorized access of a Product has occurred.
- 2.3. UPDATES AND DISCONTINUATION. Ovid may update, modify, or replace the relevant Products (including any content therein) from time to time. Ovid reserves the right to discontinue offering access to any Product. In the event Ovid changes or removes a substantial part of the Products from its services, Licensee may cancel the applicable subscription and receive a pro-rata refund of all fees paid to Ovid for such subscription during the calendar year of such termination. Ovid will use commercially reasonable efforts to provide advance notice of any such discontinued Products, and Licensee's execution of an additional agreement.



### 3. PROPRIETARY RIGHTS AND USE RESTRICTIONS.

- 3.1. **PROPRIETARY RIGHTS.** No provision of this Agreement conveys any ownership interest to Licensee in or to any of the Products, the Platforms, or any Documentation, in whole or in part, and, except for the express licenses 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 Products licensed 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 Licensee by Ovid, from time to time, that may affect the Authorized Users' use of the Products. If any such changes materially impact Licensee's rights to use the Products, the Parties will discuss an appropriate remedy in light of the circumstances.

- 3.3. RESTRICTIONS ON USE. Licensee be responsible for all uses of the Products by Authorized Users and the confidentiality and security of the passwords or other methods of authentication issued to Licensee by Ovid. Licensee use reasonable efforts to ensure that all Authorized Users are aware of the limitations and restrictions on the use of the Products. Licensee shall not, and shall use reasonable efforts to ensure that its Authorized Users shall not (a) copy or duplicate, in whole or in substantial part, the Products; (b) distribute, transmit, publish, transfer or commercially exploit the Products, in whole or in part; (c) incorporate any part of the Products in printed or electronic course or study packs, unless expressly permitted by the Permitted Use; (d) use the Platforms or Products to provide service bureau, time sharing, or similar services to third parties; (e) reverse engineer, decompile or modify the Products, in whole or in part; (f) use the Platforms, the Products or the information contained therein or results derived therefrom to develop any products or services that could be competitive with the Platforms or Products or any other products or services provided by Ovid or its affiliates; or (g) alter, remove, or otherwise hinder the delivery of any copyright, disclaimer, or other proprietary notice appearing in the Platforms or Products.
- 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. Licensee shall report any breach of any limitations or restrictions on the use of the Products to Ovid promptly (but in no event later than ten (10) business days) after becoming aware of the facts or circumstances constituting such breach. Licensee 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 potential violation of the terms, conditions, or restrictions referenced in this Agreement.
- 3.6. ENFORCEMENT OF RIGHTS. Licensee 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. The term of this Agreement will commence as of the Effective Date and continues in effect, unless earlier terminated as provided for below, 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.
- **4.2.** Subject to earlier termination in accordance with Section 5, (i) with respect to any Products licensed on a Perpetual Access Basis hereunder, the applicable Order shall remain in effect in perpetuity, and (ii) with respect to any Products licensed on a Subscription Basis hereunder, the applicable Order shall remain in effect during the Subscription Term.

### 5. TERMINATION.

- 5.1. Either party (the "Non-Breaching Party") shall have the right to terminate this Agreement and/or any Order by written notice to other party (the "Breaching Party") if the Breaching Party materially breaches any term of this Agreement and such breach or default is not cured to the Non-Breaching Party's reasonable satisfaction within thirty (30) days of such notice; 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 -thirty (30) day cure period. If Licensee 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 Products for any such breach without notice to Licensee.
- 5.2. Except as set forth below, and subject to the survival provisions in Section Fehler! Verweisquelle konnte nicht gefunden werden., in the event of any expiration or termination of this Agreement, all licenses hereunder shall immediately terminate and all access to the Products shall immediately cease. Any termination, whether or not for breach, will not affect any right, obligation or liability of a Party arising prior to termination of this Agreement.

- 5.3. 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, 10, and 11 (if applicable), 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.
- 6. FEES.
- 6.1. LICENSE FEES. Unless specified in the applicable Order, each Licensee shall pay its individual Licensee Fees and any applicable taxes within thirty (30) days of the applicable Order Effective Date. Failure by any Licensee to pay its Licensee Fees and applicable taxes within such thirty (30) day period shall constitute a material breach of this Agreement by Licensee, and Ovid reserves the right to exercise its termination right set forth in Section 5.1 upon any such material breach for non-payment.
- 6.2. ADJUSTMENT FOR CHANGE. No later than thirty (30) days following any changes with respect to the information supplied by Licensee in any Order, Licensee 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 License Fees shall be adjusted, in accordance with Ovid's then-current pricing. In the event that Licensee fails to provide such updated information, Ovid reserves the right to charge Licensee additional fees to cover any period of underpayment by Licensee.
- 6.3. TAXES. Licensee will be responsible for the payment of all taxes and other related fees incurred in connection with this Agreement. Licensee shall timely provide Licensee's applicable tax exemption identification number or certificate, if any, as a condition to Ovid not collecting an applicable tax hereunder; provided that Licensee shall remain responsible for any taxes to which such tax-exempt status does not apply.

#### 7. LIMITED WARRANTIES AND LIMITED LIABILITIES.

- THE PRODUCTS, THE PLATFORMS, AND THE DOCUMENTATION HEREUNDER ARE FURNISHED BY OVID, ITS AFFILIATES AND LICENSORS AND ACCEPTED BY LICENSEE "AS 7.1. IS" AND WITHOUT ANY WARRANTY WHATSOEVER. 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 PRODUCTS, THE PLATFORMS, THE DOCUMENTATION OR THE RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS. SUITABILITY, CURRENCY, SYSTEM AVAILABILITY. COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE).. IN ADDITION, LICENSEE ACKNOWLEDGES THAT ACCESS TO THE PLATFORMS AND THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT OVID, 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.
- 7.2. THE PRODUCTS ARE NO SUBSTITUTE FOR INDIVIDUAL PATIENT ASSESSMENT BASED UPON THE LICENSEE'S HEALTHCARE PROFESSIONALS' EXAMINATION OF EACH PATIENT. WHILE CERTAIN PRODUCTS MAY DESCRIBE VARIOUS BASIC PRINCIPLES OF DIAGNOSIS AND THERAPY, SUCH PRODUCTS SHOULD BE USED AS GENERAL MEDICAL REFERENCE MATERIALS TO ASSIST THE HEALTHCARE PROFESSIONAL REACH DIAGNOSTIC AND

TREATMENT DECISIONS. LICENSEE (AND ITS HEALTHCARE PROFESSIONALS) SHOULD EXERCISE THEIR 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 PRODUCTS, GIVEN CONTINUOUS, RAPID ADVANCES AND CHANGES IN MEDICAL SCIENCE AND HEALTH INFORMATION, LICENSEE (AND ITS HEALTHCARE PROFESSIONALS) 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. LICENSEE ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING PATIENT CARE SERVICES. LICENSEE AND ITS HEALTHCARE PROFESSIONALS ARE SOLELY RESPONSIBLE FOR THE USE OF ANY PRODUCTS, AND LICENSEE'S HEALTHCARE PROFESSIONALS 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 LICENSEE (OR ANY OF ITS HEALTHCARE PROFESSIONALS) OF ANY OF THE PRODUCTS.

7.3. Each Licensee represents and warrants that it has the full right, power and authority to enter this Agreement.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL OVID, ITS AFFILIATES OR LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO LICENSEE, ITS AUTHORIZED USERS OR ANY THIRD PARTY WHOSE CLAIM ARISES FROM OR IS RELATED TO THE AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, (A) FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY CLAIMS, DAMAGES OR COSTS OF ANY NATURE IN EXCESS OF THE LICENSE FEE PAID BY LICENSEE TO OVID DURING THE TWELVE MONTHS PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY AND THE DISCLAIMERS SET FORTH IN THIS SECTION 8 ARE INDEPENDENT OF ANY REMEDIES SET FORTH HEREIN AND WILL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

### 9. INDEMNIFICATION.

9.1 Excluding any claims arising out of or related to the violation by Ovid or Information Providers of any third party copyrights, patents, trademarks or trade secrets, each Licensee agrees to indemnify Ovid, its directors and officers, from and against any and all liability, damages, losses or expenses (including reasonable attorneys' fees) arising from any third party claim, action or proceeding (including, without limitation, copyright infringement) f based upon, arising out of or related to Authorized Users' use of the Products or any materials provided hereunder, regardless of whether such claims were foreseeable by Ovid; provided that Ovid promptly notify the indemnifying Licensees of the claim and provides all information and cooperation necessary to negotiate and defend the claim. At its discretion, Ovid may participate in the defense, settlement or negotiation of any claims.

10. 9.2 Ovid agrees to indemnify each Licensee, its directors and officers, from and against any and all liability, damages, losses or expenses (including reasonable attorneys' fees) arising from any third party claim, action or proceeding based upon, arising out of or related to any actual or alleged infringement upon, violation or misappropriation by Ovid of any third party proprietary rights, including copyright, patent, trademark and trade secret, in consequence of the authorized use or possession of the software or documentation supplied by Ovid under this Agreement. If any Product or any content therein becomes or, in Ovid's opinion, may become, the subject of any claim of infringement, then Ovid may, in its sole discretion and at its expense, (a) procure the right

for Licensee to continue using the Product or the applicable content; (b) modify the Product to render it noninfringing; or (c) replace the Product or any content with a reasonably equivalent non-infringing product. THIS SECTION 9.2 SETS FORTH OVID'S ENTIRE LIABILITY, ANDLICENSEE'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT CLAIMS RELATING TO THE PRODUCTS OR ANY CONTENT THEREIN. **CONFIDENTIALITY**. Licensee acknowledges that the Products 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 Products and the Platforms are valuable trade secrets. Licensee 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. Licensee shall not disclose the terms of this Agreement, except as required by law.

#### 11. MISCELLANEOUS.

- 11.1. AFFILIATES OF OVID. The applicable Ovid entity for purposes of this Agreement shall be determined by Licensee's principal place of business: (i) in Andorra, Belgium, Cyprus, Greece, 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 licensing entity hereunder shall be Ovid Technologies, Inc.
- 11.2. ASSIGNMENT. Licensee 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 Licensee in any way from the performance of its obligations under this Agreement. Ovid may assign this Agreement to any affiliate or successor of Ovid and may delegate its duties, in whole or in part, in each case without any consent of Licensee. An assignee of either Party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning Party set forth in this Agreement. If any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect.
- 11.3. DISPUTE RESOLUTION METHOD AND VENUE. The Parties agree that any dispute arising hereunder shall be submitted for dispute resolution to arbitration in London, England, under the Arbitration Rules of the London Court of International Arbitration. 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 followipg procedures shall apply to any disputes under this Agreement that are submitted to arbitration. Arbitration shall be conducted before a single arbitrator selected in accordance with the applicable arbitration rules, unless the amount in dispute exceeds the equivalent of US\$250,000. If the amount in dispute exceeds the equivalent of US\$250,000, the dispute shall be decided by three arbitrators, one to be selected by each Party

and the two party-appointed arbitrators to agree upon the third. The arbitrators must have experience with and knowledge of the licensing of software, and have been admitted to the practice of law for at least ten years. Under no circumstances are the arbitrators authorized to award damages contrary to Section 8 of this Agreement. The arbitrators shall be authorized to award costs and attorney's fees or to allocate them between the Parties. Any court with jurisdiction shall enforce the agreement of the Parties to arbitrate their disputes and enter judgment on any award.

- 11.5. ENTIRE AGREEMENT; AMENDMENT. This Agreement, user restrictions and other notices concerning the Products, the Platforms or the Documentation as provided from time to time by Ovid, the terms and conditions for online services available at Ovid's websites and any other documents referenced herein constitute the entire agreement of the Parties with respect to its subject matter. It is expressly agreed that any terms of a purchase order or similar instrument issued by Licensee with respect to this Agreement will not affect the terms and conditions of this Agreement. This Agreement may not be modified or amended except by written consent of the Parties or in accordance with the provisions set forth in Section 3.2 of this Agreement. All headings are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Agreement
- 11.6. FORCE MAJEURE., Except for payment obligations, neither party will be liable for any failure in performance or interruption of service due to any unforeseen circumstances or circumstances beyond its control, including, without limitation, war, strikes, civil disturbances and acts of God.
- 11.7. GOVERNING LAW; LANGUAGE OF AGREEMENT. This Agreement is governed by and shall be construed in accordance with the substantive laws of Switzerland, without giving effect to the principles of conflict of law thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods. Unless otherwise agreed in writing by the Parties, this Agreement and all related documents shall be drawn up in English. Any translations of this Agreement into any other language shall have no effect. All proceedings related to this Agreement shall be conducted in the English language.
- 11.8. JURY TRIAL WAIVER, EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THE AGREEMENT OR THE SUBJECT MATTER HEREOF.
- 11.9. 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 333 Seventh Avenue, Twentieth Floor, New York, NY 10001 or to Licensee 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.
- 11.10. SEVERABILITY. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws, then such provision shall be revised by a court of competent jurisdiction to be enforceable if permitted under applicable law, and otherwise shall be fully severable. In any event, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.
- 11.11. WAIVER. The waiver by a Party of or the failure by a Party to claim a breach of any provision of this Agreement shall not be, or be held to be, a waiver of any subsequent breach or affect in any way the further effectiveness of any such provision.
- 11.12. 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. Facsimile or Portable Document Format (PDF) signatures and electronic signatures (digital or encrypted) shall be deemed originals for purposes of the execution of this Agreement.

- 11.13. OPEN ACCESS. Ovid will cause its affiliate, Wolters Kluwer Health, Inc. to permit each author that has published an article in a WKH Journal (as defined below) to deposit for display a Final Peer-Reviewed Manuscript (as defined below) no sooner than 12 months after publication of the final article in the applicable WKH Journal. The author may deposit the Final Peer-Reviewed Manuscript for display on the author's personal web site, university's institutional repository or employer's intranet, subject to the following:
  - (a) The author is employed by a Licensee that has an active subscription to the LWW Total Access Collection;
  - (b) The author may only deposit the Final Peer-Reviewed Manuscript;
  - (c) The author may only deposit or display the Final Peer-Reviewed Manuscript on or after the date that is 12 months from publication in the applicable WKH Journal;
  - (d) The author may not update the Final Peer-Reviewed Manuscript text or replace it with a proof or with the final published version;
  - (e) The author may not include the Final Peer-Reviewed Manuscript or any other version of the article on any commercial site or in any repository owned or operated by any third party;
  - (f) The author must attach the following notice to the Final Peer-Reviewed Manuscript: "This is a non-final version of an article published in final form in (provide complete journal citation)";
  - (g) The author shall provide a link in the Final Peer-Reviewed Manuscript to the applicable WK Journal website.

For purposes of this Section 11.13, "Final Peer-Reviewed Manuscript" means the final manuscript of the article published in the applicable WK Journal in its form existing after the peer-review process and acceptance for publication in the applicable WK Journal but prior to the manuscript being copyedited, designed, formatted or otherwise prepared for publication, and "WKH Journal" means (i) a journal that is owned by Wolters Kluwer Health, Inc. or (ii) a journal for which Wolters Kluwer Health, Inc. has entered into an agreement with a third party that grants Wolters Kluwer Health, Inc. exclusive publishing rights for the journal and grants Wolters Kluwer Health, Inc. the exclusive right to allow authors to deposit for display Final Peer-Reviewed Manuscripts. Certain journals published by Wolters Kluwer Health, Inc. may not constitute WKH Journals for purposes of this Section 11.13, and neither Ovid nor Wolters Kluwer Health, Inc. makes any representations about the ability of authors to deposit manuscripts of articles published in any such journals. Authors must refer to each individual journal's policy prior to depositing any manuscripts for display pursuant to this Section 11.13. In the event of a conflict between Wolters Kluwer Health, Inc.'s policy and the policy applicable to a non-WKH Journal, the policy of the non-WKH Journal will control.

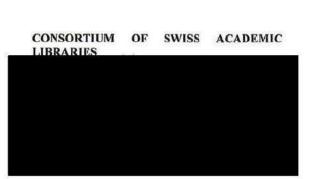
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and hereby represent and warrant that their respective signatory below has been and is, on the date of this Agreement, duly authorized by all necessary corporate action to execute this Agreement.

Signature Pages Follow

# OVID TECHNOLOGIES, INC.

(Revised 2-25-2015)

Master License Agreement



# FIRST AMENDMENT TO MASTER LICENSE AGREEMENT

This First Amendment to the Master License Agreement (the "Amendment") is made effective as of December 10, 2021, by and between Ovid Technologies, Inc. or its applicable affiliate ("Ovid") and the participating institutions of the Consortium of Swiss Academic Libraires ("Licensee"), each a "Party" and collectively "Parties". Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

WHEREAS, Ovid and Licensee entered into that certain Master License Agreement dated as of December 31, 2019 (the "Agreement"),

WHEREAS, Ovid and Licensee entered into Order # 628587 dated December 15, 2021 and signed by Licensee December 16, 2021 (the "Order"), and

WHEREAS, Ovid and Licensee wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ovid and Licensee agree as follows:

1. Licensee's address in the preamble is deleted and replaced with the following:

"Kasernenstrasse 77 A/B, 8004 Zurich, Switzerland"

2. Section 5 of the Agreement is hereby amended by adding the new Section 5.4:

"5.4 As set forth in Ovid's Journals@Ovid Post-Subscription Access Policy accessible at <u>https://www.wolterskluwer.com/en/solutions/ovid/terms-of-use</u>, Ovid may provide Subscriber with continued access to certain Journal content after termination of Licensee's subscription thereto. Where continued access is permitted, all requirements regarding copyright and fair use and any other restrictions on content access and use stated in this Agreement continue to apply. Subscriber acknowledges that any such continued access is subject to change without notice."

3. The Confidentiality section of the Agreement (which the Parties acknowledge is Section 10), is amended by deleting the last sentence thereof and replacing it with the following:

"Licensee shall not disclose the terms of this Agreement, except: (a) as required by law or (b) with OVID's prior written consent."

- 4. Section 11.13 of the Agreement is hereby amended as follows:
  - a. The first paragraph thereof is deleted in its entirety and replaced with the following:
    - "11.13 **OPEN ACCESS.** Ovid will cause its affiliate, Wolters Kluwer Health, Inc., to permit each Affiliated Author (as defined in Exhibit 1 to the First Amendment to this Agreement) that publishes an article in a WKH Journal (as defined below) to deposit in an open access repository a Final Peer-Reviewed Manuscript (as defined below) for display no sooner than 6 months after publication of the final article in the applicable WKH Journal. The author may deposit the Final Peer-Reviewed Manuscript for display on the author's personal web site, university's institutional repository or employer's intranet,

subject to the following:"

- b. Clause (c) is deleted in its entirety and replaced with the following:
  - "(c) The author may only deposit or display the Final Peer-Reviewed Manuscript on or after the date that is 6 months following publication in the applicable WKH Journal."

5. During the term of the Order, the parties shall comply with Exhibit 1 to this Amendment with respect to Eligible Articles.

6. Except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

7. This Amendment may be executed in one or more counterparts, including by facsimile or in PDF format, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

8. This Amendment may not be modified or amended except by written agreement of the Parties.

IN WITNESS WHEREOF, each Party has caused this Amendment to be signed by its duly authorized representative on the day and year first above written.

# CONSORTIUM OF SWISS ACADEMIC LIBRARIES



# OVID TECHNOLOGIES, INC.



#### EXHIBIT I

The Licensees (i.e., Swiss Consortium LWW Total Access consortium members) will, in 2022, 2023 and 2024, be allowed to offset a percentage of the annual subscription fees paid for access to the LWW Total Access Collection (which, starting in 2022, includes perpetual access to the LWW Total Access Archive Collection 2021 (up to 2016)) under Order # 628587 dated December 15, 2021 against APCs for hybrid Open Access journals as follows:

- In 2022, up to of the annual subscription fees paid hereunder for such year is available for members to apply against APC fees when an author from their institutions chooses to publish an open access article in one of LWW's hybrid journals.
- In 2023, up to find of the annual subscription fees paid hereunder for such year is available for members to apply against APC fees when an author from their institution chooses to publish an open access article in one of LWW's hybrid journals.
- In 2024 up to for the annual subscription fees paid hereunder for such year is available for members to apply against APC fees when an author from their institution chooses to publish an open access article in one of LWW's hybrid journals.

Allocation of the above funds among members shall be determined by the consortium and members.

The APC fees will be the prevailing LWW list price and no discount will be applied. The authors are free to choose where available CC-BY or CC-BY-NC-ND. Updates to LWW list prices will be provided to the Customer on request.

The offset funds must be used in the calendar year of the subscription. The offset funds do not carry over to the next year.

Annual Fee \$ 1,033,168 100.00% \$ 1,053,831 100.0% \$ 1,074,908 100.0%			2022		2023		2024	
	Annual	Fee \$	1,033,168	100.00%	\$ 1,053,831	100.0%	\$ 1,074,908	100.0%

Affiliated Author	means an author (i) who is teaching and/or research staff employed by or otherwise formally recognized as accredited to a Licensee Institution and (ii) for whom an Institution has confirmed the status as Affiliated Author.
Corresponding Author	means the author who, at the time an article is editorially accepted for publication in the applicable Journal is identified as the Corresponding Author in the Publisher's submission system and, as such, is the primary contact for the article.

Eligible Author	means an Affiliated Author: (i) who, in case of an article that has multiple authors, is the Corresponding Author; and (ii) who has signed an Open Access License Agreement with Publisher, its affiliate or the applicable Society to publish the article under Open Access in one of the Hybrid Journals.
	<ul> <li>means Articles written by Eligible Authors that are editorially accepted for publication in the Hybrid Journals contained in the LWW Total Access</li> <li>Collection during any of the following subscription periods: (i) December 31, 2021 through December 31, 2022; (ii) December 31, 2022 through December 31, 2023; and (iii) December 31, 2023 through December 31, 2024, and which are of one of the following article types:</li> <li>Research articles (including case reports)</li> </ul>
Eligible Articles	Reviews     For the avoidance of doubt, Articles that were accepted in 2021, regardless
	of when they are published, are not Eligible.
	<ul> <li>The below article types are not Eligible Articles:</li> <li>Editorials</li> <li>Correspondence</li> <li>Abstracts</li> <li>Errata</li> </ul>
	<ul> <li>Publisher or Publisher's affiliates will work to provide the technical means for the identification of Affiliated Authors; provided that the applicable Institution has provided the parameters for identification of Affiliated Authors and timely updates the Publisher or Publisher's affiliates, as applicable, of any changes in those parameters as soon as reasonably practicable.</li> <li>Affiliated Authors will be identified through at least one of the following parameters: their institutional Ringgold ID or their e-mail domain, in each case, as provided by the Corresponding Author in the Publisher's article submission system.</li> </ul>
Process for identification of Affiliated Authors	The Publisher or Publisher's affiliates shall notify the Institution by email each time a Corresponding Author identifies itself as an affiliated author and selects open access publication, in order to request verification that the author is an affiliated author of such institution. The notification will include the following information if available:
	The Institution must confirm or deny that the Corresponding Author is an Affiliated Author within 3 business days following notification. In case Publisher or its affiliate as applicable does not receive either a confirmation or a denial within 3 business days after Publisher or its affiliate as applicable has notified the applicable Institution, Publisher or its affiliate as applicable

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	If the Institution timely denies the request for APC coverage for an Article through this contract, Publisher or its affiliate may offer such author the opportunity to pay the applicable APC or to publish under subscription terms. If a Corresponding Author is not identified as an Affiliated Author due to incomplete, inaccurate or conflicting affiliation data provided by the submitting author, but the Author(s) have nevertheless elected Open Access and signed the Open Access License Agreement, Publisher will, subject to an author or institutional request to do so within 14 days of the article being accepted for publication and the author correcting their data in the Publisher's article submission system within 7 days of the Publisher receiving such request, cancel any existing open access quote or order and provide a new open access quote to the author or, if an order is already paid or cannot be cancelled, provide a credit to the following year's fees.
	Author(s) that have not elected open access prior to publication shall have a 365-day window after publication of the article to convert to Open Access (which shall be subject to all Author(s)' execution of Open Access License Agreements within such period).
	If (a) the Corresponding Author has provided the correct, complete and non- conflicting affiliation data and consented to publish open access, (b) the institution has confirmed that the Corresponding Author is an Affiliated Author, and (c) all Authors of the Article have signed Open Access License Agreements, and the Publisher nevertheless erroneously publishes the article under a traditional subscription only format, the Publisher shall, if notified by the author or institution of the incorrect status of the published article within 365 days of publication, be responsible to convert the article promptly so that it is published open access provided all authors complete the workflow and signs the Open Access License Agreements.
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Article title	
<ul> <li>Article type (if applicable)</li> </ul>	
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