



Internal Corporate Online Access Agreement

This Agreement between the Massachusetts Medical Society (“Society”), owner and publisher of *The New England Journal of Medicine* (NEJM), and your corporation (“Licensee”) sets forth the terms of usage and other provisions for internal corporate online access to the NEJM website www.nejm.org (“NEJM Online”).

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the meaning set forth herein:

Authorized Users are the current employees of the Company whether on a permanent, temporary, or contract basis.

Company means Licensee and the subsidiaries and affiliates of Licensee as identified in Appendix A.

Secure Network means a computer network controlled and operated by Licensee that is accessible only to Authorized Users approved by Licensee whose identity is authenticated by Licensee at the time of login.

2. **Activation of Access.** Access to NEJM Online for use in accordance with this Agreement shall be activated for the Company and its Authorized Users based upon the following: (1) acceptance by the Society of a completed order form; (2) acceptance of this Agreement by Licensee and the Society; and (3) full payment of the NEJM Online access fee in accordance with Appendix A (collectively referred to as “Activation Steps”). Upon completion of the Activation Steps, the Society shall promptly confirm Licensee’s order in writing and activate access to NEJM Online for the Company and its Authorized Users. The Society’s written confirmation shall indicate the subscription start date and such date shall be the “Effective Date” of this Agreement.

3. **Term of Agreement and Renewal.** Subject to prior termination in accordance with this Agreement, the initial term of this Agreement shall commence on the Effective Date and shall remain in effect for one (1) year. Thereafter, the Society shall invoice Licensee for the annual access fee and Licensee may elect to renew the Agreement for additional one-year periods by paying the annual access fee when due. If Licensee’s payment is not received by the Society within sixty (60) days after expiration of the applicable subscription term, the Society will discontinue Licensee’s access to NEJM Online. The Society reserves the right to modify the NEJM Online access fee and the terms of this Agreement for any renewal period.

4. **Authorized Access to NEJM Online.** Access to NEJM Online via a Secure Network is controlled by valid IP address(es) and is granted for the number of Authorized Users designated by Licensee. Licensee is responsible for providing valid IP addresses for its Secure Network and only those IP addresses listed in Appendix A shall have access to NEJM Online. All information submitted by Licensee to activate access to NEJM Online shall be complete and accurate.

5. **Licensee’s Use of NEJM Online.** The Company, by its Authorized Users, may:

- (1) View, print, and display material from NEJM Online, and store such material for individual archival purposes only, for the internal research, study, product development, and reference purposes of Authorized Users consistent with their employment
- (2) Distribute a single copy of materials from NEJM Online in print or electronic form to other Authorized Users for internal research, study, product development, and reference purposes consistent with their employment
- (3) Distribute printed or electronic copies of material from NEJM Online to national or international regulatory authorities solely for the purpose of, or in anticipation of, regulatory approval, patent or trademark applications, or other legal or regulatory purposes in respect of the Company’s products and services
- (4) Nothing contained in this Agreement shall limit Licensee’s rights in accordance with United States fair use law.

6. Prohibited Use. For the avoidance of doubt, the Company and its Authorized Users shall not transmit, distribute, or display electronic or printed copies of material from NEJM Online to anyone other than Authorized Users, except as permitted in Section 5(3), e.g., the distribution of material from NEJM Online by the Company's sales representatives to any physician who is not an Authorized User is expressly prohibited.

7. NEJM Online Terms and Conditions. By using NEJM Online, the Company and its Authorized Users agree to be bound by the NEJM Online Terms and Conditions and such terms and conditions shall apply to any dispute arising from this Agreement. A copy of the NEJM Online Terms and Conditions is attached hereto. Licensee agrees to cooperate in preventing violations of the NEJM Online Terms and Conditions by Authorized Users and to notify the Society immediately upon discovering any such violation. Licensee also agrees to take such reasonable steps as the Society may require to ensure that such activity ceases. In addition to any other applicable remedies, access to NEJM Online may be limited or revoked in the event of a violation of the NEJM Online Terms and Conditions by an Authorized User. In the event of any conflict between the terms of this Agreement and the attached NEJM Online Terms and Conditions, the terms of this Agreement shall prevail.

8. Termination. Either party may terminate this Agreement at any time by providing the other party with thirty (30) days written notice. In the event of such termination, Licensee shall receive a prorated refund of the annual access fee for the unexpired portion of the subscription term. The foregoing shall be Licensee's sole and exclusive remedy with respect to any such termination. However, in the event of a breach of this Agreement by either party that is likely to cause substantial or irreparable harm to the other party, the thirty (30) day notice period shall be waived.

9. Effect of Termination or Expiration. On termination or expiration, all rights and obligations of the parties shall automatically terminate unless otherwise provided herein.

10. Assignment and Transfer. Licensee shall not grant sublicenses or assign or transfer, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the Society.

11. Entire Agreement. This Agreement represents the entire understanding of the parties in relation to the subject matter hereof and supersedes all prior agreements, negotiations, understandings, representations, statements, and writings between the parties relating thereto. This Agreement may be amended or modified only by a written document signed by both parties.

12. Appendices. This Agreement includes Appendix A, which is incorporated as if fully set forth herein.

AGREED TO AND ACCEPTED:

Licensee

Authorized Signature

Printed Name of Authorizing Person

Title of Authorizing Person

Massachusetts Medical Society

Date

Date

To enable access to NEJM Online, please sign and return two (2) copies of this Agreement to the Society along with a completed order form (Appendix A) and your payment in full.

Mail the completed Access Agreement and your payment to:

MASSACHUSETTS MEDICAL SOCIETY
ATTENTION PATRICE COSTA
REPRINTS AND LICENSING
860 WINTER STREET
WALTHAM, MASSACHUSETTS 02451-1411 USA