

## **NEJM GROUP SUBSCRIPTION AGREEMENT**

### **Corporate Access**

This Agreement between the Massachusetts Medical Society (“Society”) and the organization identified below sets forth the terms of usage and other provisions for use of the products and services identified in Attachment A (“Subscribed Products”).

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 Subscriber whether on a permanent, temporary, or contract basis and independent contractors of the Subscriber who are authorized to access Subscriber’s Secure Network.

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

**Subscriber** means the organization identified below and the subsidiaries and affiliates of the Subscriber identified in Attachment B.

2. Activation of Access. Access to Subscribed Products for use in accordance with this Agreement shall be activated for Subscriber and its Authorized Users based upon the following: (1) acceptance by the Society of a completed order form; (2) acceptance of this Agreement by Subscriber and the Society; and (3) full payment of the applicable access fee in accordance with Schedule 2 (collectively referred to as “Activation Steps”). Upon completion of the Activation Steps, the Society shall promptly confirm Subscriber’s order in writing and activate access to the Subscribed Products for Subscriber 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 & 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 Subscriber for the annual access fee and Subscriber may elect to renew the Agreement for additional one-year periods by paying the annual access fee when due. If Subscriber’s payment is not received by the Society within sixty (60) days after expiration of the applicable subscription term, the Society will discontinue Subscriber’s access to the Subscribed Products. The Society reserves the right to modify the applicable access fee and the terms of this Agreement for any renewal period.

4. Authorized Access. Access to the Subscribed Product via a Secure Network is controlled by valid IP address(es) and is granted for the number of Authorized Users designated by Subscriber. Subscriber is responsible for providing valid IP addresses for its Secure Network and only those IP addresses listed in Attachment B shall have access to the Subscribed Products. All information submitted by Subscriber to activate access to the Subscribed Products shall be

complete and accurate. Subscriber represents and warrants that all IP addresses provided to the Society shall correspond to and be limited to the Secure Network.

5. Authorized Use. Subscriber, by its Authorized Users, may:

(1) Use material from the Subscribed Products in accordance with copyright and other applicable laws for the internal research, study, product development and reference purposes of Authorized Users;

(2) Store and distribute to other Authorized Users, single copies of materials from the Subscribed Products (in print or electronic form) for internal research, study, product development, and reference purposes consistent with the employment of Authorized Users.

(3) Store and provide print or electronic copies of articles from the Subscribed Products 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 Subscribers' products and services.

(4) Use automated search tools to search the Subscribed Products, index limited portions thereof and save relevant metadata during the term of this Agreement for the sole purpose of directing Authorized Users to specific content at the Subscribed Products.

(5) Reactively supply on an ad hoc basis single copies (print or electronic) of individual articles from the Subscribed Products to individual third parties in response to a specific request for medical information purposes.

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

7. Terms of Use. By using the Subscribed Products, the Subscriber and its Authorized Users agree to be bound by the applicable online Terms of Use for the Subscribed Products and such terms shall apply to any dispute arising from this Agreement. Subscriber agrees to cooperate in preventing violations of such Terms of Use by Authorized Users and to notify the Society promptly upon discovering any such violation. Subscriber 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 the Subscribed Products may be limited or revoked in the event of a violation by an Authorized User of the applicable Terms of Use. In the event of any conflict between the terms of this Agreement and the Applicable Terms of Use, 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, Subscriber shall receive a pro-rated refund of the annual access fee for the un-expired portion of the subscription

term. The foregoing shall be Subscriber'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. Miscellaneous. 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. Subscriber may not 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. The Society reserves the right to modify, suspend, or discontinue all or any part of the Licensed Products at any time. Either party's failure to perform any obligation under this Agreement as a result of conditions beyond its control, such as, but not limited to, war, strikes, floods or other natural disasters, embargos, governmental restriction, or power failures, terrorism, or damage or destruction of network facilities or services, shall not be deemed a breach of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not govern this Agreement. Any purchase order or other instrument that Subscriber may use for the Licensed Products is for its internal purposes only and shall not amend any provision of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to conflict of laws rules.

11. Attachments. This Agreement includes Attachment A and B, which are incorporated as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO NEJM GROUP SUBSCRIPTION AGREEMENT]

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
Subscriber

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name of Authorizing Person

\_\_\_\_\_  
Title of Authorizing Person

\_\_\_\_\_  
Massachusetts Medical Society

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**To enable access to the Subscribed Product(s), please sign and return this Agreement to the Society along with a completed order form (Appendix A) and your payment in full.**

***Send the completed Agreement to:***  
**Massachusetts Medical Society**  
**Attn: Institutional Sales**  
**860 Winter Street**  
**Waltham, MA 02451 USA**  
**Or email to: [institutionalsales@nejm.org](mailto:institutionalsales@nejm.org)**

***Please mail your payment separately to the address specified on your invoice***

NEJM Group Subscription

Subscribed Products:

Online corporate level access to NEJM.org content published since 1990

Post-Cancellation Access to Subscribed Content:

Upon termination of Subscriber's subscription (except if termination is due to a breach of this Agreement by Subscriber), Subscriber may, upon written request to the Society, continue online access to the content from the Subscribed Products published by the Society from the Effective Date through the date of termination ("Subscribed Content") in accordance with the usage provisions of this Agreement, for a reasonable annual access fee, which fee may be adjusted annually for inflation and/or cost increases. For the avoidance of doubt, the Subscribed Content shall not include content published before the Effective Date.

SAMPLE

*NEJM Group Subscription Agreement*  
**Corporate Access Activation Form**

**A. Online Administrator Contact Information:**

First name: \_\_\_\_\_  
Last name: \_\_\_\_\_  
Work Title: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**B. Subscriber Contact Information:**

Company Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_  
State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country (if other than US): \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Total Number of FTEs:** \_\_\_\_\_ *(Please provide the actual number of employees.)*

**Final Price:** \_\_\_\_\_

**Payment Information:** Payment by  Credit Card  Check  Agency

*Note:* Payment must be in US dollars. For additional payment information, please consult your invoice.

**C. Enter name and address of Subscriber (include ALL locations as well as subsidiaries and affiliates covered by this Agreement, not just the Corporate Headquarters), IP ranges, and FTE counts:**

*(Information can be submitted on attachments.)*

Subscriber/Subsidiary /Affiliate	Address	Country	Approx. FTEs	IP Address/Range(s)

**E. SEND ACTIVATION FORM TO:**

Massachusetts Medical Society  
Attn: Institution Sales  
860 Winter Street  
Waltham, MA 02451-1413 USA  
Or email to: [institutionsales@nejm.org](mailto:institutionsales@nejm.org)