

IINTIME VIRTUAL PATIENT INSTITUTIONAL SUBSCRIBER AGREEMENT FOR MEDU SUITE

MEDU

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SUBSCRIBER AGREEMENT BETWEEN IINTIME, INC. AND SUBSCRIBER

PLEASE READ THIS SUBSCRIBER AGREEMENT (THE "AGREEMENT") CAREFULLY. BEFORE BECOMING A SUBSCRIBER, AN AUTHORIZED REPRESENTATIVE OF YOUR INSTITUTION MUST ACCEPT THIS AGREEMENT BY CLICKING ON THE "ACCEPT" BUTTON BELOW THIS DOCUMENT AFTER SCROLLING THROUGH TO THE END OF THIS AGREEMENT. PLEASE NOTE THAT IN ACCEPTING THIS AGREEMENT, YOU ARE REPRESENTING AND WARRANTING THAT THE SUBSCRIBER IS AN INSTITUTION ACTIVELY INVOLVED IN THE TEACHING OR PRACTICE OF MEDICINE OR ANOTHER HEALTH CARE SCIENCE (SUCH AS NURSING OR DENTISTRY) AND THAT YOU ARE A DULY AUTHORIZED REPRESENTATIVE OF THE SUBSCRIBER WITH FULL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE SUBSCRIBER AND THAT YOU HAVE READ AND ACKNOWLEDGE THE INFORMATION PROVIDED TO YOU IN THE INTRODUCTION PRECEEDING THIS AGREEMENT.

If you do not wish to agree to the terms of this Subscriber Agreement, click the "DECLINE" button.

The Institute for Innovative Technology In Medical Education (hereinafter referred to as "iInTIME" or in the first person), a non-profit corporation organized and existing under the laws of the State of New Hampshire and recognized by the Internal Revenue Service as a 5051(c)(3) organization, and the undersigned institutional subscriber (hereinafter referred to as "Subscriber" or "you") hereby agree as follows:

GENERAL PURPOSE OF AGREEMENT:ACCESS TO MedU. Subject to the terms of this agreement, iInTIME will provide access to MedU for your authorized personnel, as described below. MedU provides access by subscription to medical education cases, resources, and other teaching and learning materials. The currently available programs are listed and described in Schedule A and are collectively referred to as the "MedU Suite." Those programs selected by the Subscriber ("Subscription Content") through www.Med-U.org, will be made available to your authorized personnel via the World Wide Web upon registration by such personnel.

AVAILABILITY OF MEDU SITE. iInTime will use diligent efforts to ensure that access to Subscription Content is available to Subscriber's authorized personnel, as described herein, at least 20 hours per day, 7 days a week, and, if its servers go down, to get them back and running within 4 hours. iInTIME is not responsible for the unavailability of Subscription Content or the MedU Site owing to circumstances beyond our reasonable control, such as fires, storms, floods,

earthquakes, terrorism, strikes, lockouts, power failures, or viruses or worms or other operational issues impacting the availability of the Internet and the relevant computer networks more generally. To protect the system in such events, iInTIME reserves the right to modify or temporarily suspend, or discontinue all or any part of the MedU Suite and the MedU Site.

MEDU USER TERMS AND CONDITIONS

1) **SUPPORT PERSONNEL:** The Subscriber shall designate one individual as its "Support Personnel" to provide local support to the community of users accessing the MedU Suite through the Subscriber, and to act as iInTIME's point of contact for the Subscriber. The Support Personnel shall be granted limited administrative access to the MedU Web site providing an administrative interface for the Support Personnel to establish designated faculty access for its institution to Subscriber Content.

iInTIME will provide e-mail support and support by telephone (603-727-7002) as described below to the Subscriber's Support Personnel and to the Subscriber's Authorized Users, defined below, directly. iInTIME support personnel cannot be available 24 hours a day. Our goal is to answer all questions within one business day. If we don't respond within one business day, the Support Personnel should assume that we did not receive the e-mail support request and should contact us again at medusubscriptions@i-intime.org.

2) PASSWORDS AND LOGIN INFORMATION FOR AUTHORIZED USERS.

Authorized Users from the Subscriber, as defined below, will be required to register to use the MedU Site using their institutional e-mail address. Upon registration receipt, our system will send an e-mail to new users with an Internet URL embedded in the e-mail. Authorized users must respond to this e-mail by clicking on the embedded Internet URL to complete the registration process. Clicking on the embedded Internet URL generates a second e-mail from our system guiding the authorized users to select a password thus enabling access to MedU.

3) **USER LOG DATA.** iInTime will provide Subscriber's designated personnel (described below) access to certain log data, via the Instructors' Area, relating to completion of MedU Virtual Patient cases under Subscriber Content.

4) **SUBSCRIPTION PERIOD.** MedU subscriptions are for one year beginning on July 1 and ending on June 30 (the "Subscription Period"). Your access to MedU will not begin until you have accepted the terms of this Subscription Agreement. You can accept the terms of this Agreement either electronically, by having an authorized representative of the Subscriber click the "ACCEPT" at the Web page exhibiting this document, or in writing, by printing out and sending two signed copies of the Subscriber Agreement to iInTIME. The Subscription Period may be adaptable to your institutional needs decided on a case-by-case basis.

5) **LICENSE GRANTED.** In consideration for the payment of your subscription fee, and your acceptance of the terms and conditions of this agreement, all persons enrolled at or employed by

the Subscriber and actively involved in the study, teaching or practice of medicine or another health care field (such as nursing or dentistry) may register at the MedU Site to receive access to the Subscription Content on the MedU Site for the Subscription Period, and after registration are deemed "Authorized Users". Authorized Users may access and use the Subscription Content on the MedU Site as permitted in this agreement during the Subscription Period. Permitted uses and MedU Site restricted areas are defined in the remaining sections of this Agreement. Access to MedU is defined at GENERAL PURPOSE OF AGREEMENT:ACCESS TO MedU.

6) PERMITTED USES. During the Subscription Period, consistent with the MedU User Terms and Conditions, Authorized Users may use, view and/or download a single copy of the material made available on the MedU Site, as permitted, and print materials made available over the MedU Site for their own non-commercial personal, educational, clinical or medical research use; or, in the case of faculty in connection with teaching the relevant materials to students at the Subscriber during the Subscription Period, provided as follows: (i) any printed or downloaded materials include a source reference to all copyright and other proprietary rights notices that are contained in the Site Content; and (ii) Authorized Users do not print more copies of any of the materials than they may reasonably need for their permitted uses during the Subscription Period.

7) RESTRICTED AREAS: The MedU Site contains the following restricted areas ("Restricted Areas"): (i) the "Instructors' Area" and/or "Administrative Interface", access to which is limited to faculty designated on the Subscriber Agreement ("Designated Teaching Faculty") for Subscription Content; and (ii) Super Administrator/developer/host areas, access to which is strictly limited to ilnTIME, WISE-MD and MedU Site host personnel.

Upon execution of this subscriber agreement and subject to its terms and conditions, the designated Support Personnel shall be granted access to an administrative interface enabling said individual to request, maintain, and/or edit access for its Designated Teaching Faculty.

8) USE OF THE INSTRUCTORS' AREA AND SUPPORT PERSONNEL ADMINISTRATIVE INTERFACE. The Designated Teaching Faculty may use the Instructors' Area in connection with the pedagogical use of MedU Cases by their institutions during the Subscription Period. In no case shall third parties, including students or other Authorized Users, be given access to the Instructors' Area and/or the Support Personnel Administrative Interface, the teaching materials available there, or the Administrative Interface of WISE-MD. In addition, the Subscriber shall treat the log usage data of its Authorized Users with the same level of confidentiality with which it treats other information relating to the academic performance of its students. DO NOT PROVIDE STUDENTS ACCESS TO THE RESTRICTED AREAS.

9) USE OF THE FINAL EXAM QUESTION BANKS. The CLIPP Final Exam Question Bank and the fmCASES Final Exam Question Bank are available to subscribers (who include CLIPP and fmCASES in their Subscription Content) by request to one individual per bank at each subscribing

institution ("FEQ Authorized User") as indicated in the fill-in-the-blank section found at the end of this agreement. Subscriber agrees to ensure that they use the questions only under conditions reasonably designed to prevent the distribution of the questions among students and faculty. In no case shall any third party, including any students or other Authorized Users, be given access to the CLIPP and/or fmCASES Final Exam Question Bank or the passwords or logins of the FEQ Authorized Users. In no case shall any copies of the exams or exam questions available at the CLIPP and/or fmCASES Final Exam Question Bank be used or distributed by the Subscriber or its FEQ Authorized User except as follows: (i) copies of exams or exam questions distributed in print form will include ilnTIME's copyright notice and shall be administered in settings that allow the collection of the questions after the exam; (ii) each printed exam including materials from the CLIPP and/or fmCASES Final Exam Question Bank shall be numbered and collected after the exam; (iii) no one shall be permitted to make copies of these printed exams; (iv) copies of these exams shall be kept in a secure area with limited access; and (v) CLIPP and/or fmCASES Final Exam Questions used to create an exam that is administered via computer methods, either on-line or locally, shall be under conditions reasonably designed to prevent the distribution of the questions among student and faculty.

10) SUSPECTED UNAUTHORIZED USE OF RESTRICTED AREAS; CHANGE OF FEQ AUTHORIZED USER OR DESIGNATED TEACHING FACULTY; CHANGE OF STATUS OF AUTHORIZED USERS. In the event that Subscriber suspects that any other individual has gained access to the Instructors' Area or the Administrative Interface, it will notify ilnTIME promptly in order to allow ilnTIME to take remedial steps. In the case of any change, departure or incapacitation of the FEQ Authorized User, any Designated Teaching Faculty, and/or the Designated Support Personnel during the course of the Subscription Period, Subscriber shall promptly notify ilnTIME of such change, and ilnTIME shall promptly terminate the access or the enhanced access of such individuals as applicable and provide access to their designated replacements, if any. In addition, Subscriber shall promptly notify ilnTIME to the extent that any other Authorized Users terminate or change their affiliation with the Subscriber in such a manner that such individuals no longer qualify as Subscriber Medical Personnel. Where appropriate, the Support Personnel shall maintain associated changes as described above, in exercising his/her authorized use of the Support Personnel Administrative Interface.

11) PROHIBITED USES. Except as expressly permitted by this Agreement or the MedU Site User Terms and Conditions, Subscriber recognizes and agrees that any copying, distribution or modification of the MedU Site or the Site Content is strictly prohibited. In addition, neither Subscriber nor its Authorized Users shall do any of the following:

- a. Copy any part of the MedU Suite, the MEDU Site, the ilnTIME Site or their content, including, without limitation, text, graphics, images, information, software and other materials (the "Content") for resale or other commercial use;
- b. Access any Restricted Areas without authorization or permit unauthorized users to do so;

- c. Use the Instructors' Area, Administrative Interface of WISE-MD, the Support Personnel Administrative Interface, the CLIPP Final Exam Question Bank, and/or the fmCASES Final Exam Question Bank other than as permitted as stated above;
- d. Post any part of the MedU Site or the Site Content on any public bulletin boards, Web sites, Internet domains, or online chat rooms;
- e. Sublicense, assign, share, sell, rent, lease, or otherwise transfer your right to use the MedU Site or any Site Content except as permitted below;
- f. Reverse engineer any part of the MedU Site or the Site Content or include it in any other software or multimedia package for any public use;
- g. Use the MedU Site for any purpose in violation of local, state, national, or international laws;
- h. Remove copyright notices on any Site Content downloaded from the MedU Site;
- i. Post or upload material to the MedU Site that infringes on the intellectual property rights of others or on the privacy or publicity rights of others or that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity;
- j. Post or upload any spam, advertisements, solicitations of business, chain letters or pyramid schemes;
- k. Impersonate or log in as any other person;
- l. Allow any other person or entity to use another's password or identification for using, viewing or uploading material to the MedU Site;
- m. Distribute or upload viruses, worms, Trojan horses, spy ware or other harmful or disabling computer code to or through the MedU Site; or
- n. Bypass or attempt to bypass or disable any security features of the Site, including, without limitation, those controlling downloading and printing material or Content from the Site. Subscriber shall actively cooperate with iInTIME to ensure that these prohibited uses are not undertaken by any of its Authorized Users, and, consistent with Subscriber's confidentiality obligations and policies, to identify persons at the Subscriber that may be engaging in these uses.

12) TERMINATION OF LICENSE/SUBSCRIPTION. At the end of the Subscription Period, the right of the Subscriber and all Authorized Users and/or Subscriber Medical Personnel to use the

Subscription Content, to uses, access, or duplicate MedU Site (other than the public portions thereof, if any), and/or any of the content of the MedU Suite and the MedU Site will terminate. Any Authorized Users who cease, for any reason, to be Subscriber Medical Personnel during the course of the Subscription Period shall cease upon such change in status to be Authorized Users of the MedU Suite and the MedU Site, and ilnTIME may immediately revoke their registration. Subscriber may terminate this agreement at any time by providing ilnTIME with ninety (90) days written notice to ilnTIME, DRTC Suite 2F, 16 Cavendish Court, Lebanon NH 03766, in which case the right for all Subscriber Medical Personnel and Authorized Users to use the MedU Suite and the MedU Site, as described above, will terminate at the end of the notice period. In the event that you choose to terminate the subscription, we will provide a prorated refund of the annual subscription fee for the unexpired portion of the subscription term. Except as set forth in this Section, your Subscription Fee is not refundable. Sections 13, 14, 16, 17, and 19-22 will survive any termination of this Agreement. ilnTIME reserves the right to terminate this agreement at any time with or without written notice for non-payment of subscription fee.

13) OWNERSHIP; CHANGES TO CONTENT. As indicated above, the CLIPP, SIMPLE, eCLIPPs, and fmCASES, the MEDU Site and the Contents (together, the Virtual Patient Cases Materials) are and remain the copyrighted materials of ilnTIME and/or its licensors and may not be reproduced without the written consent of the copyright holder. In no event shall Subscriber remove any copyright notices from the Virtual Patient Cases Materials. In no event shall Subscriber permit electronic access to any Virtual Patient Cases Materials other than by Authorized Users through the MedU Site. Any use of the Virtual Patient Cases Materials not expressly permitted by this agreement is a breach hereof and may violate copyright, trademark, and other laws. Content and features of Virtual Patient Cases and the MedU Site are subject to change or termination without notice in the editorial discretion of ilnTIME. All rights not expressly granted herein are reserved to ilnTIME and its licensors.

14) MEDU SITE USER TERMS AND CONDITIONS. Subscriber acknowledges and agrees that, as part of the registration process, all Subscriber Medical Personnel, including FEQ Authorized User, Designated Teaching Faculty, and Support Personnel shall be required to accept ilnTIME's MedU Site User Terms and Conditions' prior to becoming Authorized Users and being permitted access to the MedU Suite and the MedU Site. ilnTime reserves the right to modify these MedU Site User Terms and Conditions at any time. Any modifications shall be posted on the MedU Site, and continued use after such posting shall constitute acceptance of the modification.

15) EDUCATIONAL USE ONLY; NOT INTENDED FOR CLINICAL DECISION-MAKING: THE MEDU SUITE AND ALL RELATED MATERIALS. The MedU Suite, each of its components, and the materials on the MedU Site are provided for educational purposes only. The MedU Suite uses fictitious examples created for teaching purposes. The MedU Suite is not intended for use in actual clinical decision-making, and in no case should be substituted for the advice of a qualified health care professional. Treatment portrayed as correct in a MedU case may not be the correct treatment for a similar patient. While we make every attempt to keep the content of the MedU Suite current, the cases cannot always reflect every change or nuance in medical practice.

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17) LIMITATION OF LIABILITY. BY SUBSCRIBING, YOU AGREE ON BEHALF OF SUBSCRIBER AND ITS AUTHORIZED USERS THAT, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL IINTIME OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, PROMOTION OR MARKETING OF THE MedU SITE OR THE CONTENT BE LIABLE TO YOU OR ANY OTHER PARTY INCLUDING YOUR AUTHORIZED USERS FOR ANY SPECIAL, INDIRECT, INCIDENTAL, RELIANCE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR PROFITS, OR DAMAGES FOR PERSONAL INJURY OR WRONGFUL DEATH, RESULTING FROM OR CONNECTED WITH ANY USE, MISUSE OR INABILITY TO USE THE SUBSCRIPTION CONTENT, THE MedU SUITE, THE MedU SITE OR ANY CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF IINTIME OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL IINTIME OR SUCH OTHER PARTY'S LIABILITY FOR ANY DAMAGES OR LOSS TO YOU OR ANY OTHER PARTY EXCEED THE SUBSCRIPTION FEE PAID BY YOU FOR

ACCESS TO AND USE OF THE CLIPP SITE AND THE CONTENT.

18) LINKS TO OTHER SITES. While we carefully review all of the sites that we link to, we cannot control the content of other Web sites. Links or references to other Web sites do not imply an endorsement of any kind unless specifically stated.

19) NO TRANSFER; ASSIGNMENT. Except as otherwise permitted by law, you may not transfer, assign or delegate this Agreement, or any of the rights or obligations hereunder, or transfer any Virtual Patient Cases Materials, to any third party without the prior written permission of ilnTIME and its licensors.

20) AUTHORITY TO CONTRACT. The Subscriber represents and warrants that (i) it is an institution actively involved in the teaching or practice of medicine or another health care science (such as nursing or dentistry) ; (ii) that Subscriber is accredited by the Association of American Medical Colleges (U.S. medical schools), by the Association of Faculties of Medicine in Canada, or has received a waiver of this requirement from ilnTIME; and (iii) that the Agreement has been duly authorized and executed on behalf of the Subscriber.

21) MODIFICATION AND WAIVER; SEVERABILITY. The agreement may only be modified in writing signed by both of the parties. A waiver by a party of any right hereunder shall not constitute a waiver of that or any other right in the future. If any provision of this agreement is determined to be invalid or unenforceable under any applicable law, it shall be deemed omitted and the remaining provisions shall continue in full force and effect.

22) COMPLETE AGREEMENT. This agreement constitutes the entire agreement between you and ilnTIME with respect to the subject matter hereof and supersedes with respect thereto any prior written agreements or prior, contemporaneous or subsequent oral understanding.

ilnTIME

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Schedule A

CLIPP: THE COMPUTER-ASSISTED LEARNING IN PEDIATRICS PROGRAM

eCLIPPs: extended CLIPP scenarios

SIMPLE: SIMULATED INTERNAL MEDICINE PATIENT LEARNING EXPERIENCE

fmCASES: FAMILY MEDICINE COMPUTER-ASSISTED SIMULATIONS FOR EDUCATING STUDENTS

WISE-MD: THE WEB INITIATIVE FOR SURGICAL EDUCATION OF MEDICAL DOCTORS

MedU incorporates the Computer-assisted Learning In Pediatrics Program ("CLIPP"), a series of Web-based pediatric case simulations designed to comprehensively teach the core third-year pediatrics curriculum; eCLIPPs extended CLIPP scenarios, a series of Web-based virtual patient cases designed to teach complex health issues in pediatrics; the Simulated Internal Medicine Patient Learning Experience ("SIMPLE"), a Web-based virtual patient program designed to encompass the learning objectives of the Clerkship Directors in Internal Medicine (CDIM)-Society for General Internal Medicine Core Medicine Clerkship Curriculum Guide Version 3.0 comprehensively; the Family Medicine Computer- Assisted Simulations for Educating Students ("fmCASES"), a series of Web-based virtual patient cases using the Family Medicine Curriculum Resource, NBME Task force curriculum topics, and the Future of Family Medicine curricular foundations; and/or the Web Initiative for Surgical Education ("WISE-MD") a series of web-based modules for surgical education developed by the Department of Surgery and the Program for Medical Education and Technology in association with the American College of Surgeons and the Association of Surgical Educators.