



Geneva, August 11, 2009

**Application and Agreement
Health Research Web – HRWeb**

1. PARTIES

The User (also hereinafter referred to as "you") named in this application and agreement ("Agreement") hereby contracts with COHRED for a non-exclusive, non-transferable, limited right to obtain and use a persistent access to the restricted functions of HRWeb in order to add and edit information under the terms and subject to the limitations of this Agreement. Upon execution of this Agreement by COHRED, we will return a copy of this Agreement.

2. TERM

This Agreement is effective for a period of twelve (12) months from the date of execution by COHRED (the "Initial Term"). COHRED will renew the Agreement for a successive twelve-month renewal term (a "Renewal Term"; the Initial Term and any successive Renewal Term together make up the "Term"). The Term shall continue until its expiration or until this Agreement is terminated by either party as set forth in Section 12 below.

3. GRANT OF ACCESS AND USE

COHRED grants to you a non-exclusive, non-transferable, limited right to use an assigned Password to access and use HRWeb for adding and editing information within the limits of your profile.

4. CONDITIONS OF ACCESS AND USE

You agree that you will:

- Take all reasonable steps to protect against unauthorized access to, use of, and disclosure of the Data and the Password.
- Write the content yourself, or copy it from a public domain or similar free resource (see HRWeb: Editorial Policy for details).
- NOT SUBMIT COPYRIGHTED WORK WITHOUT PERMISSION!"

5. FEE

At this time HRWeb requires no fee for use of the Password or the right to access and use the information. COHRED reserves the right to assess or impose a fee for such access and use, with the Editorial Board approval, on thirty days prior notice.

6. PROPRIETARY RIGHTS

You agree that no ownership rights in the Password are transferred to you under this Agreement. You agree that any copies of the Data that you make will contain the notice and disclaimer that appears in Attachment (HRWeb License) to this Agreement.

7. METHOD OF ACCESS

COHRED reserves the right, with the Editorial Board approval, to change the method of access to the Data at any time, including the granting of Passwords under this Agreement. You agree that, in the event of significant degradation of system processing or other emergency, COHRED may, in its sole discretion and without notice, temporarily suspend access under this Agreement in order to minimize threats to the operational stability and security of the Internet, HRWeb servers and the database containing the Data.

8. VIOLATION

COHRED is not liable for any costs, losses, fines, or expenses (including attorneys' fees) arising in connection with any claim, lawsuit, action, proceeding or regulatory enforcement action brought by any third party against. Howsoever arising, as a result of acts or omissions by (a) you constituting violation of your obligations to HRWeb under this Agreement or (b) any other individual or entity to whom you have provided the Password, if performed by you, constitute a violation of your obligations to HRWeb under this Agreement.

9. NO WARRANTIES BY HRWeb

The password and the data are provided "as-is." the data is provided without any representations or warranties as to its accuracy and/or completeness. HRWeb disclaims all warranties with respect to the password and the data, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third party rights. some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

10. REFUSAL TO GRANT, RENEW PASSWORD

To the extent permitted under the HRWeb agreement it reserves the right to refuse to grant or renew a Password to you, COHRED shall not be liable to you for any damages arising from HRWeb's refusal to sign this Agreement, issue a Password, grant access, or renew this Agreement upon re-certification.

11. NO CONSEQUENTIAL DAMAGES

In no event shall COHRED be liable to you for any consequential, special, incidental or indirect damages of any kind arising out of the use of the Password or the Data or the termination of this Agreement, even if COHRED has been advised of the possibility of such damages.

12. TERMINATION

You may terminate this Agreement at any time by erasing the Password.

HRWeb has the right to terminate this Agreement immediately if:

- You violate the terms and conditions of this Agreement; or
- Your continued access to and use of the Data would cause HRWeb to be in violation of any applicable law or regulation;
- COHRED discovers that the user information provided in Section 2 above is inaccurate in any material way and such inaccuracy is not corrected within 48 hours of COHRED's issuance of an e-mail to the e-mail address listed above.

13. RECORD RETENTION

You agree that COHRED may collect information about the number and type of searches conducted by you including details about the search terms used and the result of such searches. COHRED will not disclose such information except:

- (a) in aggregated form, from which you are not identifiable;
- (b) in response to requests from law enforcement or regulatory authorities;
- (c) as required by law or legal process including subpoenas.