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SCHEDULE 3

Project Managers

The Publishers:

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- -----

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SCHEDULE 4

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SCHEDULE 4

ESCROW AGREEMENT

When the annexed escrow agreement is entered, the terms shall include those set out in the annexed letter from NCC Escrow International, the escrow agent, of 12 March 1998 by way of variation of NCC document STD001Y2K.UK.

The Required Information at ii) shall be provided by the parties. The date of the Licence Agreement shall be the date of this agreement. The name of the

package shall be "HealthGate Electronic Journal Proprietary Software". These words shall also appear in Schedule 1 of the escrow agreement. The parties shall provide the medium on which the source code shall be supplied, which in default of agreement shall be such medium as the escrow agent NCC Escrow International Limited thinks fit.

The fees to be inserted in Schedule 4 of the Escrow Agreement shall be the then applicable fees of NCC Escrow International Limited.

The Escrow Agreement shall be signed by HealthGate and Blackwell Science Limited.

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NCC ESCROW INTERNATIONAL

12 March 1998

National Computing Centre
Oxford House, Oxford Road
Manchester M1 7ED, UK

Telephone: +44 (0) 161 228 6333
Facsimile: +44 (0) 161 242 2275
e-mail: escrow@ncc.co.uk

Mr J S Saunders
Linnells, Solicitors
Greyfriars Court
Paradise Square
Oxford OX1 1BB

[NCC LOGO]

Dear Mr Saunders

Proposed Escrow Agreement: Healthgate Data Corp / Blackwell Science Ltd / NCC

I confirm that NCC is willing to enter into our standard form escrow agreement std001y2k.uk with the following amendments by reference to the appropriate clauses:

- (2) Add the words "and/or companies in the Blackwell Science Ltd group" after "Blackwell Science Ltd".
- 6.1.6 A new clause: "there is a Change in Control of the Owner. For the purposes of this clause, a person shall have "Control" of a company if he holds, directly or indirectly, shares which together with shares held by any persons acting in concert with him carry 50% or more of the voting rights of that company, and "Change in Control" shall be interpreted accordingly. Words and phrases in the City Code on Take-overs and Mergers shall have the same meaning here."
- 6.1.7 A new clause: "the Licensee exercises its option under clause 10.4.1 of the Licence Agreement".
- 11.4 Replace with: "If the obligations in clause 31 of the Licence Agreement have terminated this Agreement will automatically terminate on the same date."

Yours sincerely

/s/ Carmel Gorman

Carmel Gorman
NCC Escrow International

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[NCC Escrow International logo]

This document is to be used where an Owner deposits source code on behalf of a single user only.

PROCEDURE:

The required information sheet on page ii should be completed, detached and returned by fax or post to NCC at the following address:

Contracts Administrator
NCC Escrow International Limited
Oxford House, Oxford Road
Manchester M1 7ED, England

Telephone: +44 (0) 161 242 2109
Facsimile: +44 (0) 161 242 2275
E-mail: escrow@ncc.co.uk

- i. NCC will check the required information and will then send out signature copies of the Escrow Agreement, together with the relevant invoices. A reference number will be given in respect of that agreement which must be quoted in all correspondence.

- ii. When the Owner and the Licensee have signed the Escrow Agreement all copies must be returned to NCC.
 - iii. NCC will sign and date the Agreement and a signed copy will be sent to each party.
 - iv. The Owner should then lodge the Material.
- NB: Until all parties sign the Escrow Agreement no binding escrow arrangements have been made.

single
licensee

UK

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FAO: P. FLEMING

REQUIRED INFORMATION

OWNER

[-1] Company Name -----

[-2] Registered Office -----

Correspondence Address -----

*[-3] Company Registration Number ----- *VAT Number -----

Telephone Number ----- Fax Number -----

Contact Name ----- Position in Company -----

*only applicable to countries within the EU

LICENSEE

[-4] Company Name -----

[-5] Registered Office -----

Correspondence Address -----

*[-6] Company Registration Number ----- *VAT Number -----

Telephone Number ----- Fax Number -----

Contact Name ----- Position in Company -----

*only applicable to countries within the EU

OTHER DETAILS

[-7] Name of Package -----

INSURANCE FEE (complete if appropriate)

Standard NCC limitation of liability is St(pound)500,000 (no charge).

There is a charge of St(pound)100 (annual fee) for each additional
St(pound)500,000.

Maximum liability is St(pound)5,000,000.

Please indicate required liability

FEES PAYABLE (tick as appropriate)	Owner	Licensee
Initial Fee		
Annual Fee		
Update Fee (payable in the event of more than 4 updates per annum)		
Storage Fee (payable if the source code exceeds one cubic foot)		
Annual liability fee payable (if appropriate)		
Release Fee (plus NCC's reasonable expenses)		X

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SINGLE LICENSEE (UK)
ESCROW 2000

ESCROW AGREEMENT:

DATED:

Between:

- (1) [-1] whose registered office is at [-2] (CRN: [-3]) ("the Owner");
- (2) [-4] whose registered office is at [-5] (CRN: [-6]) ("the Licensee"); and
- (3) NCC ESCROW INTERNATIONAL LIMITED whose registered office is at Oxford House, Oxford Road, Manchester M1 7ED, England (CRN:3081952) ("NCC").

Preliminary:

- (A) The Licensee has been granted a licence to use a software package comprising computer programs.
- (B) Certain technical information and documentation describing the software package are the confidential property of the Owner and are required for understanding, maintaining and correcting the software package.
- (C) The Owner acknowledges that in certain circumstances the Licensee may require possession of the technical information and documentation held under this Agreement.
- (D) Each of the parties to this Agreement acknowledges that the considerations for their respective undertakings given under it are the undertakings given under it by each of the other parties.

It is agreed that:

1 Definitions

In this Agreement the following terms shall have the following meanings:

- 1.1 "Full Verification Service" means those bespoke tests agreed between the Licensee and NCC for the verification of the Material;
- 1.2 "Intellectual Property Rights" means copyright, trade secret, patent, and all other rights of a similar nature;
- 1.3 "Licence Agreement" means the licence granted to the Licensee for the Package;
- 1.4 "Material" means the source code of the Package comprising the latest technical information and documentation described in Schedules 1 and 2;
- 1.5 "Package" means the software package licensed to the Licensee under the Licence Agreement; and
- 1.6 "Standard Verification Service" means those tests detailed in the Standard Verification Service published by NCC from time to time.

2 Owner's Duties and Warranties

2.1 The Owner shall:

- 2.1.1 deliver a copy of the Material to NCC within 30 days of the date of this Agreement;

- 2.1.2 at all times ensure that the Material as delivered to NCC is capable of being used to generate the latest version of the Package issued to the Licensee and shall deliver further copies of the Material as and when necessary;
- 2.1.3 deliver to NCC a replacement copy of the Material within 12 months of the last delivery;
- 2.1.4 deliver a replacement copy of the Material within 14 days of receipt of a notice served upon it by NCC under the provisions of Clause 4.1.5; and
- 2.1.5 deliver with each deposit of the Material the information detailed in Schedule 2.

2.2 The Owner warrants that:

- 2.2.1 it owns the Intellectual Property Rights in the Material and has authority to enter into this Agreement; and
- 2.2.2 the Material lodged under Clause 2.1 shall contain all information in human-readable form and on suitable media to enable a reasonably skilled programmer or analyst to understand, maintain and correct the Package without the assistance of any other person.

3 Licensee's Responsibilities

It shall be the responsibility of the Licensee to notify NCC of any change to the Package that necessitates a replacement deposit of the Material.

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4 NCC's Duties

4.1 NCC shall:

- 4.1.1 hold the Material in a safe and secure environment;
- 4.1.2 inform the Owner and the Licensee of the receipt of any copy of the Material;
- 4.1.3 in accordance with the terms of Clause 9 perform those tests that form part of its Standard Verification Service from time to time;
- 4.1.4 at all times retain a copy of the latest verified deposit of the Material; and
- 4.1.5 notify the Owner if it becomes aware at any time during the term of this Agreement that the copy of the Material held by it has been lost, damaged or destroyed.

4.2 NCC shall not be responsible for procuring the delivery of the Material in the event of failure by the Owner to do so.

5 Payment

NCC's fees are payable in accordance with Schedule 4.

6 Release Events

6.1 Subject to the provisions of Clauses 6.2 and 6.3, NCC shall release the Material to a duly authorised officer of the Licensee if at any time or times any of the following events or circumstances occur, arise or become apparent:

- 6.1.1 the Owner enters into any composition or arrangement with its creditors or (being a company) enters into liquidation whether compulsory or voluntary (other than for the purposes of solvent reconstruction or amalgamation) or has a receiver or administrative receiver appointed over all or any part of its assets or undertaking or a petition is presented for an Administration Order or (being an individual or partnership) becomes bankrupt, or an event occurs within the jurisdiction of the country in which the Owner is situated which has a similar effect to any of the above events in the United Kingdom; or
- 6.1.2 the Owner ceases to trade; or
- 6.1.3 the Owner assigns copyright in the Material and the assignee fails within 60 days of such assignment to offer the Licensee substantially similar protection to that provided by this Agreement without significantly increasing the cost to the Licensee; or
- 6.1.4 the Owner without legal justification, has defaulted to a material degree in any obligation to provide maintenance or modification of the Package under the Licence Agreement or any maintenance agreement entered into in connection with the Package and has failed to remedy such default notified by the Licensee to the Owner; or

6.1.5 coding of the Package is such that either the accuracy or the functionality or the performance of the Package is or becomes or is demonstrably likely to become significantly adversely affected by the entry or processing of data incorporating any date or dates whether prior or subsequent to or including 31 December 1999, including but not limited to any of the following:

6.1.5.1 the Package crashes at any time while processing any such data;

6.1.5.2. the Owner has warranted or represented that the Package is capable of accurately and correctly processing such data in accordance with the Package's current functional specification and the Licensee demonstrates that the Package is not so capable;

6.1.5.3 the Owner has undertaken or attempted to procure the Package to be so capable and the Licensee demonstrates that the Package is still not so capable;

6.1.5.4 no such warranty, representation, undertaking or attempt has been given or made and the Licensee demonstrates that the Package is not so capable.

6.2 The Licensee must notify NCC of any event or circumstance of any of the kinds specified in Clause 6.1 by delivering to NCC a statutory or notarised declaration ("the Declaration") made by an officer of the Licensee attesting that such event has occurred and that the Licence Agreement was still valid and effective up to the occurrence of such event and exhibiting:

6.2.1 such documentation in support of the Declaration as NCC shall reasonably require;

6.2.2 a copy of the Licence Agreement; and

6.2.3 a signed confidentiality undertaking as detailed in Schedule 3

then NCC will release the Material to the Licensee upon receipt of the release fee stated in Schedule 4.

6.3 Upon receipt of a Declaration from the Licensee claiming a release event under Clause 6.1.4:

6.3.1 NCC shall send a copy of the Declaration to the Owner by registered post; and

6.3.2 unless within 14 days after the date of delivery the Owner delivers to NCC a counter-notice signed by a duly authorised officer of the Owner stating that no such failure has occurred or that any such failure has been rectified

then NCC will release the Material to the Licensee upon receipt of the release fee stated in Schedule 4.

6.4 Where there is any dispute as to the occurrence of any of the events or circumstances set out in Clause 6.1.1 to 6.1.4, 6.2 or 6.3 or the fulfilment of any obligations detailed therein, such dispute will be referred at the request of either the Owner or the Licensee to the Managing Director for the time being of NCC for the appointment of an expert who shall give a decision on the matter within 14 days of the date of referral or as soon as practicable thereafter. The expert's decision shall be final and binding as between the Owner and the Licensee except in the case of manifest error.

6.5 Where there is any dispute as to the occurrence of any of the events or circumstances set out in Clause 6.1.5 or the fulfilment of any obligations referred to therein, such dispute will be referred to arbitration in accordance with Clause 12.

7 Confidentiality

7.1 The Material shall remain the confidential property of the Owner and in the event that NCC provides a copy of the Material to the Licensee, the Licensee shall be permitted to use the Material only in accordance with a confidentiality undertaking in the form contained in Schedule 3.

7.2 NCC agrees to maintain all information and/or documentation coming into its possession or to its knowledge under this Agreement in strictest confidence and secrecy. NCC further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and will not disclose or release it other than in accordance with the terms of this Agreement.

7.3 Termination of this Agreement will not relieve NCC or its employees, or the Licensee or its employees, from the obligations of confidentiality contained in this Clause 7.

8 Intellectual Property Rights

The release of the Material to the Licensee will not act as an assignment of any Intellectual Property Rights that the Owner possesses in the Material.

9 Verification

- 9.1 Subject to the provisions of Clauses 9.2 and 9.3, NCC shall bear no obligation or responsibility to any person, firm, company or entity whatsoever to determine the existence, relevance, completeness, accuracy, effectiveness or any other aspect of the Material.
- 9.2 Upon the Material being lodged with NCC, NCC shall perform those tests in accordance with its Standard Verification Service and shall provide a copy of the test report to the parties to this Agreement.
- 9.3 The Licensee shall be entitled to require that NCC carries out a Full Verification. Any reasonable charges and expenses incurred by NCC in carrying out a Full Verification will be paid by the Licensee save that if in the opinion of the expert appointed by the Managing Director of NCC the Material is substantially defective in content any such reasonable charges and expenses will be paid by the Owner.

10 NCC's Liability

- 10.1 NCC shall not be liable for any loss caused to the Owner or the Licensee either jointly or severally except for loss of or damage to the Material to the extent that such loss or damage is caused by the negligent acts or omissions of NCC, its employees, agents or sub-contractors and in such event NCC's total liability in respect of all claims arising under or by virtue of this Agreement shall not (except in the case of claims for personal injury or death) exceed the sum of (pounds)500,000.
- 10.2 NCC shall in no circumstances be liable to the Owner or the Licensee for indirect or consequential loss of any nature whatsoever whether for loss of profit, loss of business or otherwise.
- 10.3 NCC shall be protected in acting upon any written request, waiver, consent, receipt or other document furnished to it pursuant to this Agreement, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information contained in it, which NCC in good faith believes to be genuine and what it purports to be.

11 Termination

- 11.1 NCC may terminate this Agreement after failure by the Owner or the Licensee to comply with a 30 day written notice from NCC to pay any outstanding fee. If the failure to pay is on the part of the Owner the Licensee shall be given the option of paying such fee itself. Such amount will be recoverable by the Licensee direct from the Owner.
- 11.2 NCC may terminate this Agreement by giving 60 days written notice to the Owner and the Licensee. In that event the Owner and the Licensee shall appoint a mutually acceptable new custodian on terms similar to those contained in this Agreement.
- 11.3 If a new custodian is not appointed within 30 days of delivery of any notice issued by NCC in accordance with the provisions of Clause 11.2, the Owner or the Licensee shall be entitled to request the President for the time being of the British Computer Society to appoint a suitable new custodian upon such terms and conditions as he shall require. Such appointment shall be final and binding on all parties.
- 11.4 If the Licence Agreement has expired or has been lawfully terminated this Agreement will automatically terminate on the same date.
- 11.5 The Licensee may terminate this Agreement at any time by giving written notice to the Owner and NCC.
- 11.6 The Owner may only terminate this Agreement with the written consent of the Licensee.

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- 11.7 This Agreement shall terminate upon release of the Material to the Licensee in accordance with Clause 6.
- 11.8 Upon termination under the provisions of Clauses 11.2, 11.4, 11.5 or 11.6 NCC will deliver the Material to the Owner. If NCC is unable to trace the Owner NCC will destroy the Material.
- 11.9 Upon termination under the provisions of Clause 11.1 the Material will be available for collection by the Owner from NCC for 30 days from the date of termination. After such 30 day period NCC will destroy the Material.
- 11.10 NCC may forthwith terminate this Agreement and destroy the Material

if it is unable to trace the Owner having used all reasonable endeavours to do so.

12 Arbitration

- 12.1 Any dispute arising under Clause 5.1.5 shall be referred to a panel of arbitrators ("the Panel") constituted as follows:
- 12.1.1 the Owner and the Licensee shall each appoint one member; and
- 12.1.2 the third member who shall act as chairman of the Panel shall be appointed by the President for the time being of the International Chamber of Commerce.
- 12.2 The Owner and the Licensee shall pay the fees and disbursements of its own member and half the fees and disbursements of the chairman of the Panel.
- 12.3 Should any member of the Panel die, become ill or incapacitated, resign or retire from his appointment, become disqualified from acting or otherwise cease to act as arbitrator before the dispute is resolved, he shall be replaced by a new member appointed by the party who appointed his predecessor.
- 12.4 Upon the appointment of such new member, the proceedings shall not be held de nova but shall continue from the stage at which the previous member ceased to act.
- 12.5 Proceedings under Clause 12 may be commenced by any party to a dispute by:
- 12.5.1 serving upon the other or others notice of its intention to refer such dispute to arbitration and nominating a member of the Panel; and
- 12.5.2 requesting the President of the International Chamber of Commerce for the time being to appoint a chairman of the Panel.
- 12.6 The Panel shall determine its own rules of procedure.

13 General

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 13.2 This Agreement represents the whole agreement relating to the escrow arrangements between the parties for the Package and supersedes all prior arrangements, negotiations and undertakings.
- 13.3 All notices to be given to the parties under this Agreement shall be deemed to have been duly given or made when delivered personally or 7 days after posting of it sent by facsimile, 12 hours after despatch to the party to which such notice is required to be given or made under this Agreement addressed to the principal place of business, or for companies based in the UK, the registered office.

SCHEDULE 1

The Material

The source code of the Package known as [-7].

SCHEDULE 2

Material: Technical Information

The Material shall be supplied with details of the following:

- 1 Details of the deposit: full name and version details, number of media items, media type and density, file or archive format, list or retrieval commands, archive hardware and operating system details.
- 2 Name and functionality of each module/application of the Material.
- 3 Names and versions of development tools etc.
- 4 Documentation describing the procedures for building / compiling / executing / using the software (technical notes, user guides).
- 5 Hardcopy directory listings of the contents of the media.
- 6 Name and contact details of employee(s) with knowledge of how to maintain and support the Material.

SCHEDULE 3

Confidentiality Undertaking

This undertaking is given on release of the Material pursuant to an Escrow Agreement dated [] between:

- (1) [-1] ("the Owner");
- (2) [-4] ("the Licensee"); and

(3) NCC ESCROW INTERNATIONAL LIMITED ("NCC");

1 Definitions contained in the Escrow Agreement will apply to this undertaking.

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2 In consideration of NCC delivering the Material to the Licensee, the Licensee undertakes with the Owner and NCC:

- 2.1 to use the Material only for the purpose of understanding, maintaining and correcting the Package exclusively on behalf of the Licensee;
- 2.2 not to use the Material for any other purpose nor disclose it to any person save such of its employees or contractors who need to know the same in order to understand, maintain and correct the Package exclusively on behalf of the Licensee. In that event such contractors shall enter into a Confidentiality Undertaking direct with NCC in similar terms to this Undertaking;
- 2.3 to hold all media containing the Material in a safe and secure environment when not in use; and
- 2.4 forthwith to destroy the same should the Licensee cease to be entitled to use the Package.

SCHEDULE 4

NCC's Fees (St(pound))

	DESCRIPTION	FEE	OWNER	LICENSEE
1	Initial Fee (payable on completion of this Agreement)			
2	Annual Fee (payable on completion of this Agreement and on each anniversary thereafter)			
3	Update Fee (per update after the first 4 updates per annum)			
4	Storage Fee (per annum, per cubic foot payable if the source code exceeds 1 cubic foot)			
5	Liability Fee (per annum, (pound)100 per (pound)500,000 of liability exceeding (pound)500,000)			
6	Release Fee (plus NCC's reasonable expenses)		NIL	100%

- 1 All fees are subject to VAT where applicable*
 - 2 All fees are reviewed by NCC from time to time
- * only applicable to countries within the EU.

Signed on behalf of [-1]

Name _____
Position: _____ (Authorised Signatory)

Signed on behalf of [-4]

Name _____
Position: _____ (Authorised Signatory)

Signed on behalf of NCC ESCROW INTERNATIONAL LIMITED

Name _____
Position: _____ (Authorised Signatory)

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Any queries regarding this document should be directed to:

Contracts Administrator
NCC Escrow International Limited
Oxford House

Oxford Road
Manchester M1 7ED
England

Telephone: +44 (0) 161 242 2109
Fax: +44 (0) 161 242 2275
E-mail: escrow@ncc.co.uk

The following information is referenced within this agreement:

- [-1] Owner's Name
- [-2] Owner's Registered Office
- [-3] Owner's Company Registration Number*
- [-4] Licensee's Name
- [-5] Licensee's Registered Office
- [-6] Licensee's Company Registration Number*
- [-7] Name Of Package

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