#### **WOLTERS KLUWER HEALTH, INC. LICENSE TERMS AND CONDITIONS**

Mar 14, 2017

This Agreement between Brigham & Women's Hospital -- Bradley Maron ("You") and Wolters Kluwer Health, Inc. ("Wolters Kluwer Health, Inc.") consists of your license details and the terms and conditions provided by Wolters Kluwer Health, Inc. and Copyright Clearance Center.

License Number

4067701049513

License date

Mar 14, 2017

Licensed Content Publisher

Wolters Kluwer Health, Inc.

Licensed Content Publication Circulation

Licensed Content Title

Hypertrophic Cardiomyopathy

Licensed Content Author

Rick A. Nishimura, Steve R. Ommen, A.J. Tajik

Licensed Content Date

Nov 11, 2003

Licensed Content Volume

108

Licensed Content Issue

19

Type of Use

Journal/Magazine

Requestor type

STM Signatory Publisher

STM publisher name

Wolters Kluwer Health, LWW

Format

Print and electronic

Portion

Figures/table/illustration

Number of

figures/tables/illustrations

Figures/tables/illustrations

used

Figure 1 (right portion)

Author of this Wolters Kluwer No

article

Will you be translating?

No

Order reference number

Maron B Circ 003689R1

Title of the content

Mechanism of Progressive Heart Failure and Significance of

Pulmonary Hypertension in Chronic Obstructive Hypertrophic

Cardiomyopathy

Publication the new content Circulation

is in

Publisher of your content

Wolters Kluwer Health, LWW

Author of the content

Maron, B.

Expected publication date

Mar 2017

Estimated size of content

(pages)

8

Requestor Location Brigham & Women's Hospital

77 Avenue Louis Pasteur, Rm 630

Boston, MA 02115 **United States** 

Attn: Stephanie C. Tribuna

Publisher Tax ID

13-2932696

Billing Type

Invoice

Billing Address

Brigham & Women's Hospital 77 Avenue Louis Pasteur, Rm 630

Boston, MA 02115 **United States** 

Attn: Bradley A. Maron

Total

0.00 USD

Terms and Conditions

## **Wolters Kluwer Terms and Conditions**

- 1. Transfer of License: Wolters Kluwer hereby grants you a non-exclusive license to reproduce this material for this purpose, and for no other use, subject to the conditions
- 2. Credit Line: will be prominently placed and include: For books the author(s), title of book, editor, copyright holder, year of publication; For journals - the author(s), title of article, title of journal, volume number, issue number, inclusive pages and website URL to the journal page.
- 3. **Warranties:** The requestor warrants that the material shall not be used in any manner which may be considered derogatory to the title, content, or authors of the material, or to Wolters Kluwer.
- 4. **Indemnity:** You hereby indemnify and hold harmless Wolters Kluwer and their respective officers, directors, employees and agents, from and against any and all claims, costs, proceeding or demands arising out of your unauthorized use of the Licensed Material.
- 5. Geographical Scope: Permission granted is non-exclusive, and is valid throughout the world in the English language and the languages specified in your original request.
- 6. Wolters Kluwer cannot supply the requestor with the original artwork, electronic files or a "clean copy,"
- 7. Permission is valid if the borrowed material is original to a Wolters Kluwer imprint (Lippincott-Raven Publishers, Williams & Wilkins, Lea & Febiger, Harwal, Rapid Science, Little Brown & Company, Harper & Row Medical, American Journal of Nursing Co., and Urban & Schwarzenberg - English Language, Raven Press, Paul Hoeber, Springhouse, Ovid).
- 8. Termination of contract: If you opt not to use the material requested above please notify RightsLink or Wolters Kluwer within 90 days of the original invoice date.
- 9. This permission does not apply to images that are credited to publications other than Wolters Kluwer books/journals or its Societies. For images credited to non-Wolters Kluwer books or journals, you will need to obtain permission from the source referenced in the figure or table legend or credit line before making any use of the image(s) or table(s).
- 10. Modifications: With the exception of text size or color, no Wolters Kluwer material is permitted to be modified or adapted without publisher approval.
- 11. Third party material: Adaptations are protected by copyright, so if you would like to reuse material that we have adapted from another source, you will need not only our permission, but the permission of the rights holder of the original material. Similarly, if you want to reuse an adaptation of original LWW content that appears in another publishers work, you will need our permission and that of the next publisher. The adaptation should be credited as follows: Adapted with permission from Wolters Kluwer: Book author, title, year of publication or Journal name, article author, title, reference citation, year of publication. Modifications are

- permitted on an occasional basis only and permission must be sought by Wolters Kluwer.
- 12. **Duration of the license:** Permission is granted for a one-time use only within 12 months from the date of this invoice. Rights herein do not apply to future reproductions, editors, revisions, or other derivative works. Once the 12 - month term has expired, permission to renew must be submitted in writing.
  - i. For content reused in another journal or book, in print or electronic format, the license is one-time use and lasts for the 1st edition of a book or for the life of the edition in case of journals.
  - ii. If your Permission Request is for use on a website (which is not a journal or a book), internet, intranet, or any publicly accessible site, you agree to remove the material from such site after 12 months or else renew your permission request.
- 13. Contingent on payment: While you may exercise the rights licensed immediately upon issuance of the license at the end of the licensing process for the transaction, provided that you have disclosed complete and accurate details of your proposed use, no license is finally effective unless and until full payment is received from you (either by publisher or by CCC) as provided in CCC's Billing and Payment terms and conditions. If full payment is not received on a timely basis, then any license preliminarily granted shall be deemed automatically revoked and shall be void as if never granted. Further, in the event that you breach any of these terms and conditions or any of CCC's Billing and Payment terms and conditions, the license is automatically revoked and shall be void as if never granted. Use of materials as described in a revoked license, as well as any use of the materials beyond the scope of an unrevoked license, may constitute copyright infringement and publisher reserves the right to take any and all action to protect its copyright in the materials.
- 14. Waived permission fee: If the permission fee for the requested use of our material has been waived in this instance, please be advised that your future requests for Wolters Kluwer materials may incur a fee.
- 15. Service Description for Content Services: Subject to these terms of use, any terms set forth on the particular order, and payment of the applicable fee, you may make the following uses of the ordered materials:
  - i. Content Rental: You may access and view a single electronic copy of the materials ordered for the time period designated at the time the order is placed. Access to the materials will be provided through a dedicated content viewer or other portal, and access will be discontinued upon expiration of the designated time period. An order for Content Rental does not include any rights to print, download, save, create additional copies, to distribute or to reuse in any way the full text or parts of the materials.
  - ii. Content Purchase: You may access and download a single electronic copy of the materials ordered. Copies will be provided by email or by such other means as publisher may make available from time to time. An order for Content Purchase does not include any rights to create additional copies or to distribute copies of the materials.

#### For Journals Only:

- 1. Please note that articles in the ahead-of-print stage of publication can be cited and the content may be re-used by including the date of access and the unique DOI number, Any final changes in manuscripts will be made at the time of print publication and will be reflected in the final electronic version of the issue. Disclaimer: Articles appearing in the Published Ahead-of-Print section have been peer-reviewed and accepted for publication in the relevant journal and posted online before print publication. Articles appearing as publish ahead-ofprint may contain statements, opinions, and information that have errors in facts, figures, or interpretation. Accordingly, Wolters Kluwer, the editors and authors and their respective employees are not responsible or liable for the use of any such inaccurate or misleading data, opinion or information contained in the articles in this section.
- 2. Where a journal is being published by a learned society, the details of that society must be included in the credit line.
  - i. For Open Access journals: The following statement needs to be added when reprinting the material in Open Access journals only: "promotional and commercial use of the material in print, digital or mobile device format is prohibited without the permission from the publisher Wolters Kluwer. Please contact healthpermissions@wolterskluwer.com for further information."

- ii. Exceptions: In case of reuse from Diseases of the Colon & Rectum, Plastic Reconstructive Surgery, The Green Journal, Critical Care Medicine, Pediatric Critical Care Medicine, the American Heart Association Publications and the American Academy of Neurology the following quideline applies: no drug/ trade name or logo can be included in the same page as the material re-used.
- 3. **Translations:** If granted permissions to republish a full text article in another language, Wolters Kluwer should be sent a copy of the translated PDF. Please include disclaimer below on all translated copies:
  - i. Wolters Kluwer and its Societies take no responsibility for the accuracy of the translation from the published English original and are not liable for any errors which may occur.
- 4. **Full Text Articles:** Reuse of full text articles in English is prohibited.

# **STM Signatories Only:**

1. Any permission granted for a particular edition will apply also to subsequent editions and for editions in other languages, provided such editions are for the work as a whole in situ and does not involve the separate exploitation of the permitted illustrations or excerpts. Please click here to view the STM guidelines.

# Other Terms and Conditions:

v1.17

Questions? customercare@copyright.com or +1-855-239-3415 (toll free in the US) or +1-978-646-2777.