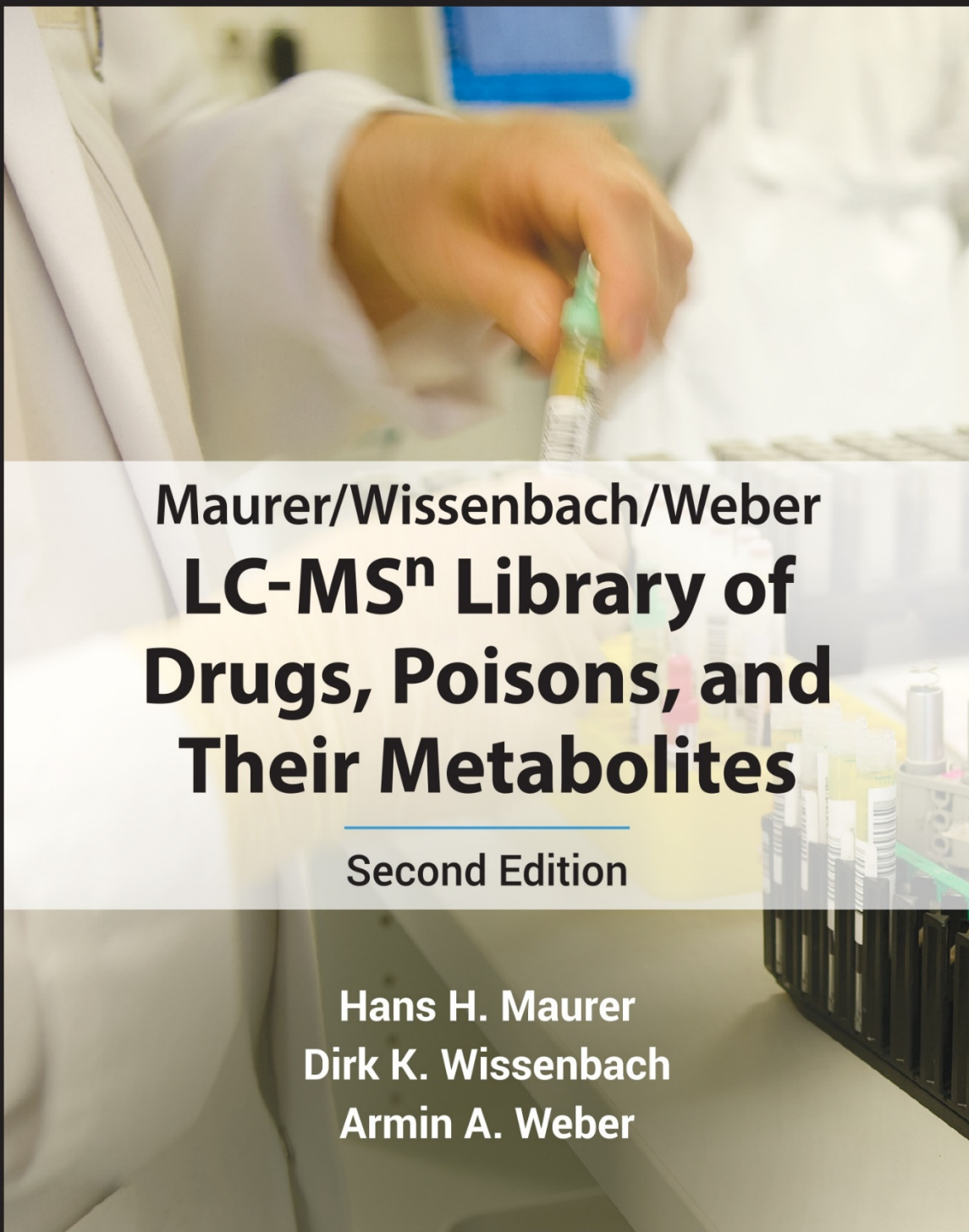


Maurer/Wissenbach/Weber LC-MS<sup>n</sup> Library of  
Drugs, Poisons, and Their Metabolites, 2<sup>nd</sup> Ed.  
USER MANUAL      VERSION 1.00

**USER MANUAL**  
**VERSION 1.0**



Maurer/Wissenbach/Weber  
**LC-MS<sup>n</sup> Library of  
Drugs, Poisons, and  
Their Metabolites**

---

Second Edition

Hans H. Maurer  
Dirk K. Wissenbach  
Armin A. Weber

**WILEY-VCH**

Disc Compilation Copyright © 2019 Wiley-VCH Verlag GmbH & Co. KGaA. All Rights Reserved.

Installation Manual Copyright © 2019 Wiley-VCH Verlag GmbH & Co. KGaA All Rights Reserved.

Maurer/Wissenbach/Weber LC-MS<sup>n</sup> Library of Drugs, Poisons, and Their Metabolites © 2019 Maurer/Wissenbach/Weber. All Rights Reserved. Published under exclusive license by Wiley-VCH Verlag GmbH & Co. KGaA.

This document may not be reproduced by any method, translated, transmitted, or stored in a retrieval system without prior written permission of John Wiley and Sons, Inc. Although every effort is made to ensure accuracy, John Wiley and Sons, Inc. cannot be held responsible for errors or omissions and reserves the right to revise this document without notice. The software described in this document is furnished under license and may be used and copied only in accordance with the terms of such license.

All the trademarks used in this documentation are acknowledged. Toxtyper™ is a trademark of Bruker Daltonik GmbH. Thermo Scientific™ is a trademark of Thermo Fisher Scientific Inc. Wiley Registry® is a registered trademark of John Wiley and Sons, Inc. in the United States, the European Union, and other countries.

No part of this database may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without prior written permission from John Wiley and Sons, Inc. The database contained on this DVD-ROM is protected under the European Database Directive (Directive 96/9EC).

Wiley-VCH, Weinheim, Germany

Wiley-VCH Proudly Supports: [Business for Social Responsibility](#) | [Research4Life](#) | [CarbonFund.org](#)

 Please do not print this manual.

**The unauthorized reproduction or distribution of copyrighted work is illegal. Criminal copyright infringement, including infringement without monetary gain, is investigated by the FBI and is punishable by fines and federal imprisonment.**

**TABLE OF CONTENTS**

PUBLISHER'S NOTE .....	<a href="#">4</a>
COMPOUND SEARCH .....	<a href="#">4</a>
CONTACT INFORMATION .....	<a href="#">5</a>
Editorial Correspondence.....	<a href="#">5</a>
Customer Care.....	<a href="#">5</a>
COMPLIANCE.....	<a href="#">5</a>
GETTING STARTED.....	<a href="#">6</a>
Hardware and Software Recommendations .....	<a href="#">6</a>
Registration Code .....	<a href="#">6</a>
License.....	<a href="#">6</a>
COMPATIBILITY .....	<a href="#">7</a>
DIRECTORY ASSISTANCE .....	<a href="#">7</a>
QUICK-START .....	<a href="#">8</a>
STEP-BY-STEP INSTALLATION.....	<a href="#">9</a>
Getting Help .....	<a href="#">13</a>
GENERAL DATABASE CONTENT .....	<a href="#">14</a>
Basic Functions .....	<a href="#">14</a>
Search Tips .....	<a href="#">15</a>
DATABASE DATA DESCRIPTION .....	<a href="#">17</a>
DATA SUBMISSION .....	<a href="#">17</a>
JOHN WILEY AND SONS, INC. PRIVACY POLICY AND TERMS OF USE .....	<a href="#">18</a>
JOHN WILEY AND SONS, INC. END USER LICENSE AGREEMENT.....	<a href="#">18</a>

## PUBLISHER'S NOTE

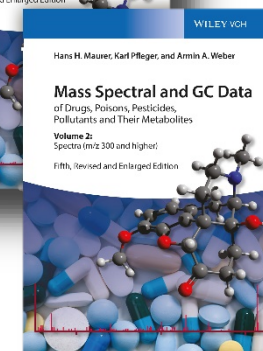
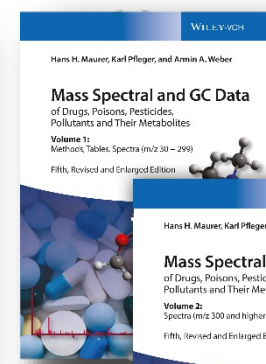
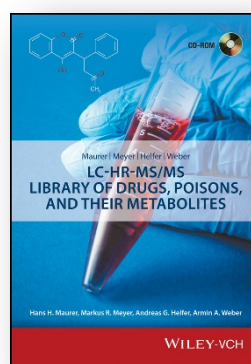
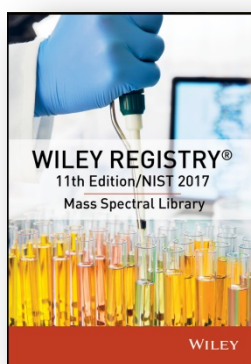
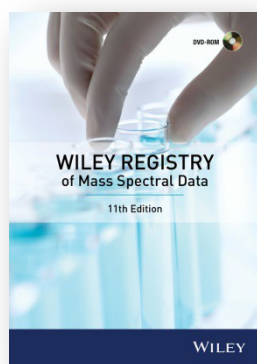
For over 45 years, John Wiley and Sons and Wiley-VCH have worked with the world's leading researchers and practitioners to deliver the spectral libraries mass spectrometrists have come to rely on as the gold standard in mass spectrometry.

The *Maurer/Wissenbach/Weber LCMS<sup>n</sup> Library of Drugs, Poisons, and Their Metabolites, Second Edition* provides a proven metabolite-based LCMS<sup>n</sup> screening method and MS<sup>2</sup> and MS<sup>3</sup> spectra of over 2,270 parent compounds and over 3,600 of their metabolites. Detection of metabolites increases the sensitivity, detection window and selectivity, allows confirmation of the body passage, and minimizes the risk of false negative LC-MS results possibly caused by ion suppression of the target analyte. Even the risk of false positive results can be reduced considering the metabolite patterns.

## COMPOUND SEARCH

Address: <http://www.compoundsearch.com>

**Compound Search** is a free web-based database that provides free instant access to the latest compounds covered by Wiley and NIST spectral libraries.



**CONTACT INFORMATION****EDITORIAL CORRESPONDENCE**

Wiley welcomes contributions of spectra for compounds, especially novel compounds not presently covered in the spectral library. Wiley can handle data in any machine-readable format. Data submissions, editorial notes, and corrections should be sent to the address below:

**Wiley Science Solutions**

c/o John Wiley & Sons, Inc.

111 River Street

Hoboken, NJ 07030-5774 USA

Telephone: +1-201-748-6000

Fax: +1-201-748-8888

Email: [dbinquiry@wiley.com](mailto:dbinquiry@wiley.com)

Website: <https://sciencesolutions.wiley.com/>

**CUSTOMER CARE**

Customer care is available online or through correspondence at:

**Customer Care Center – Consumer Accounts**

10475 Crosspoint Blvd.

Indianapolis, IN 46256 USA

<https://hub.wiley.com/community/support>

**COMPLIANCE**

Products manufactured by WTSmedia are in compliance with Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (also known as “RoHS Recast”). In addition, this declaration of conformity is issued under the sole responsibility of WTSmedia. Specifically, products manufactured do not contain the substances listed in the table below in concentrations greater than the listed maximum value.

<b>Substance</b>	<b>Maximum Limit (ppm)</b>
Lead (Pb)	1000
Cadmium (Cd)	100
Mercury (Hg)	1000
Hexavalent Chromium (Cr <sup>6+</sup> )	1000
Poly Brominated Biphenyls (PBB)	1000
Poly Brominated Diphenyl ethers (PBDE)	1000

## GETTING STARTED

### HARDWARE AND SOFTWARE RECOMMENDATIONS

- \* Operating System: Microsoft Windows (Windows 7, Windows 8, Windows 10)
- \* CPU: AMD or Intel processor, preferably multiple core
- \* Software: 32-bit or 64-bit software
- \* Memory: At least 2GB
- \* Disk Space: At least 2GB free space

The library is provided in multiple formats, but is not supplied with manufacturer software. Mass spectrometry software should be installed prior to installing the mass spectrometry library, in any format.

If you have questions about the format of the database or need to order a replacement disc, please contact Wiley Customer Care at <https://hub.wiley.com/community/support>.

### REGISTRATION CODE

A registration code accompanies the packaging provided with the DVD. This database may be installed on only one machine.

### LICENSE

Unless specified otherwise in writing, this product is sold as a single computer license (for the avoidance of doubt, not networked). Multiple license and network licenses are available. For additional licenses, please contact your sales representative or e-mail [dbinquiry@wiley.com](mailto:dbinquiry@wiley.com).

Help keep the cost of libraries down by reporting all copyright and license violations to the publisher at [dbinquiry@wiley.com](mailto:dbinquiry@wiley.com).

## COMPATIBILITY

Wiley has provided you with a broad selection of native manufacturer formats to aid you in your installation. Please consult your software manufacturer's documentation and customer support before contacting Wiley Customer Support. This DVD contains the following manufacturer formats:

- Bruker Toxtyper™ 2.0
- NIST MS Search
- Thermo Scientific™ Xcalibur

## DIRECTORY ASSISTANCE

The table below lists the formats, installation files, and their default target directories. If two directories are listed, the first directory is for the spectral data files and the second directory is for the structure files. If one directory is listed, all spectra and structure files are installed into that directory. All installations allow a manual override of the default directory path.

Format	Installation File	Default Directory
<b>Bruker</b>	SetupMWWtox2019Bruker.exe	D:\Data\Libraries\{MWWtox2019.mlb}
<b>NIST MS Search</b>	SetupMWWtox2019NISTMSSearch.exe	C:\NIST17\MSSEARCH\{MWWtox2019}
<b>Thermo</b>	SetupMWWtox2019Thermo.exe	C:\Program Files (x86)\NistMS\MSSearch\{MWWtox2019}

## QUICK-START

**1. Registration Code:** After reading the EULA, enter the **Registration Code** found on the Certificate of Authenticity provided and begin installation.

**2. Computer ID:** The installation program will combine the Registration Code with unique information from your computer to generate a unique **Computer ID**. If the computer is attached to the internet, the installer can automatically register your computer and provide a **Registration Code**. If the computer is not attached to the internet, follow procedure 2a or 2b below to manually register your installation.

**2a. COMPUTER ID – No direct internet:** Note the **COMPUTER ID** and **Registration Code** and go to <https://www.wileyptmediareg.com/Activation> and follow the on-screen instructions. Note the resulting **Registration Code** and use it to complete on-screen installation prompts on the computer.

**2b. COMPUTER ID – No internet:** Contact Wiley Customer Support at <https://hub.wiley.com/community/support> or by telephone at (877) 762-2974.

**3. INSTALLATION:** Please note installation requires the **Registration Code** that accompanied your disc packaging. Install the formats you wish to use on a single computer, following the on-screen prompts to “run” the installer. N.B.: For Chrome and Firefox browsers, copy the install file onto a temporary directory. The installer requires RegistrationProcess.dll. Please copy the installer and dll into one directory and activate the installer.

### Customer Care Center – Consumer Accounts

10475 Crosspoint Blvd.  
Indianapolis, IN 46256  
USA



**STEP-BY-STEP INSTALLATION**

\* **This installation process mirrors installation on a NIST MS Search program.**

**Step 1.** A **Registration Code** will accompany the packaging provided with your disc. If your provided code does not work or your disc is not accompanied by a **Registration Code**, alert Wiley Customer Service at <https://hub.wiley.com/community/support>.

You will be unable to install this library without a **Registration Code**.

**Step 2.** Carefully read the End User License Agreement contained on the disc or the accompanying packaging before using and/or installing this product.

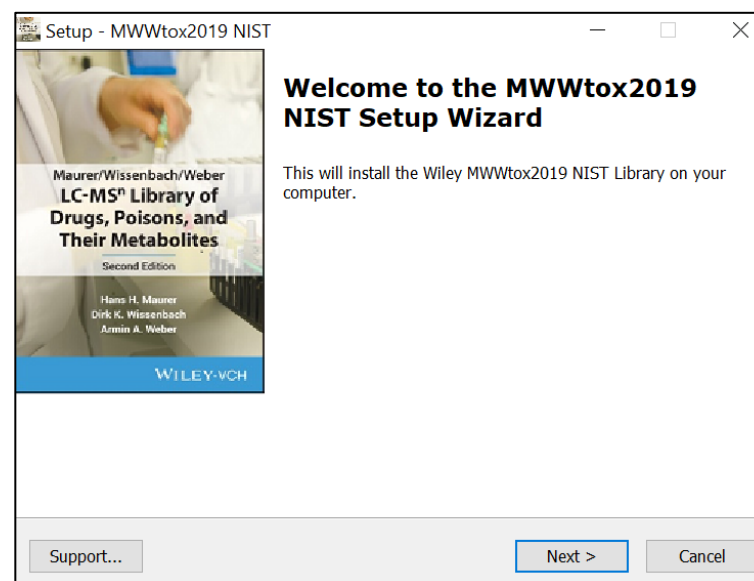
**Step 3.** Enter the disc for installation. One file "Installation.htm" is included on the disc to simplify installation by using your web browser. Choose the format(s) you wish to install. Choosing to run the installer will bring you to a setup wizard splash screen. Choose "Next."

N.B.: For Chrome and Firefox browsers, copy the install file onto a temporary directory. The installer requires RegistrationProcess.dll. Please copy the installer and dll into one directory and activate the installer.

Your license entitles you to install the library on one (1) machine.

Please note that the installation files are unsigned – so a warning may be displayed in Windows. Press run and proceed to the installation. Repeat this process for all of the formats you wish to install on the one computer.

**N.B.: Install your mass spectrometry software prior to installing the format(s) you wish to install.**

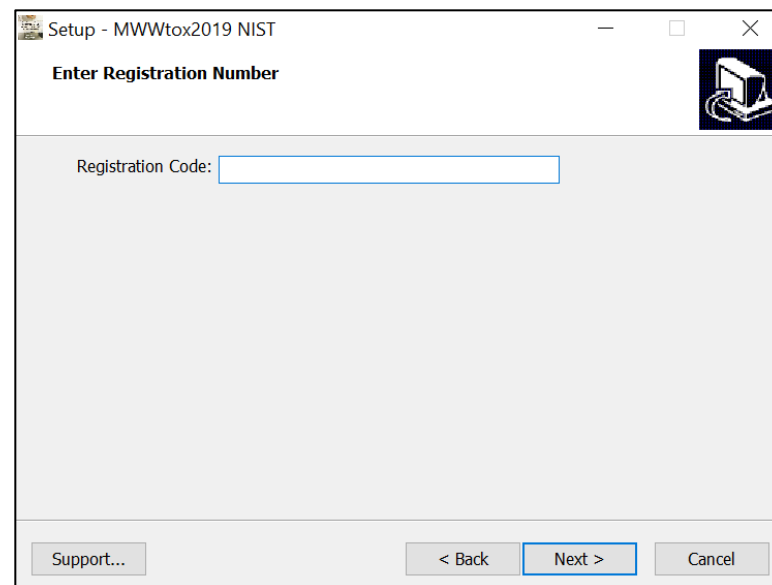
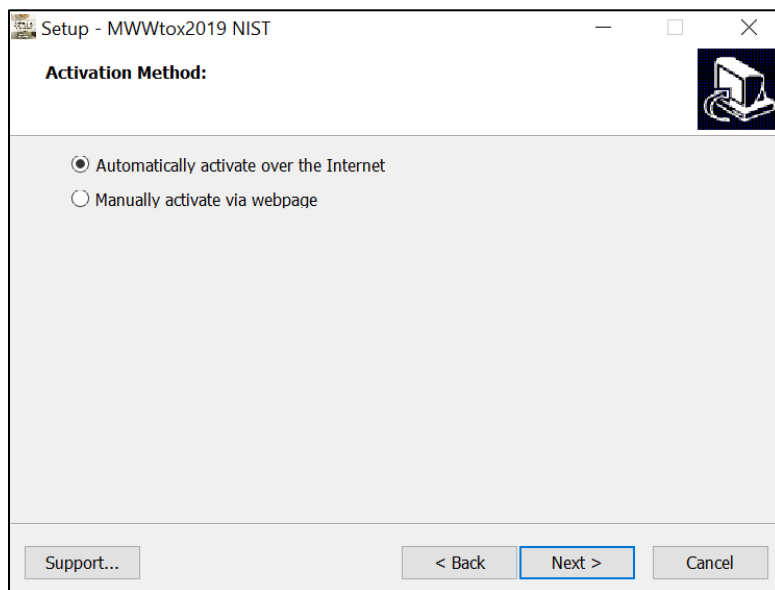


**Step 4. Registration Code and Machine ID**

Choosing to run the installer will bring you to a splash screen. Choose “Next.” Your **Registration Code** appears on the instructions accompanying your packaging.

Enter the **Registration Code** exactly as it appears to begin the installation and press “Next.” If the code is incorrect, an error screen will appear.

If the **Registration Code** is correct, you will be brought to the Activation screen. If your machine has internet connectivity, choose to “Automatically activate over the internet” and then click “Next” to begin internet activation.



**Step 5.** If you choose to manually activate, the **Registration Code** and the Machine ID will be automatically filled in. You may either double click the web address to copy it to your computer's clipboard and paste it in a web browser, or enter the URL as listed in your web browser.

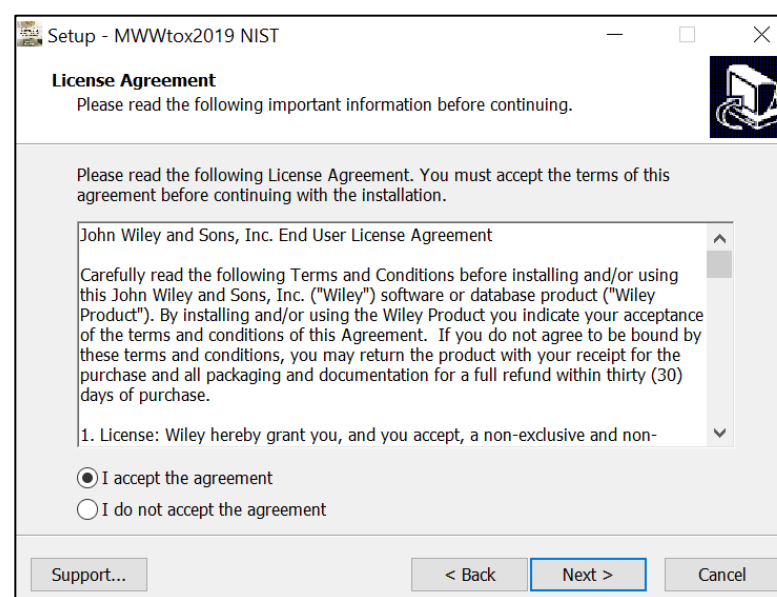
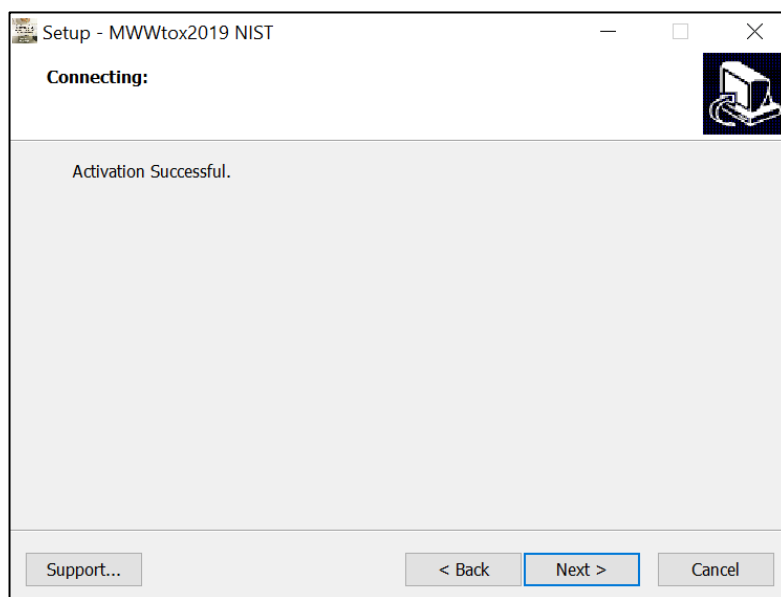
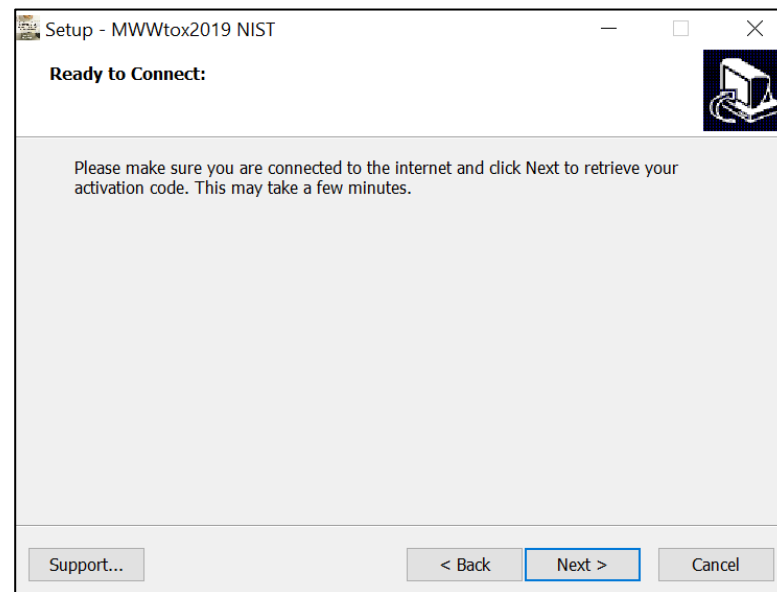
Alternatively, you may save the **Registration Code**, Machine ID and URL to a text file that will be saved to the root directory.

In the web browser, enter the **Registration Code** and the Machine ID. The next screen will provide the Activation Code. Copy this code down and save it, entering it into the Activation screen on the computer that you are installing the spectral library on.

**Step 6.** Once your activation is successful, proceed by pressing "Next."

The next screen contains the End User License Agreement (18).

Read the agreement carefully and select the "I accept the agreement" option. Then, choose "Next" to proceed to install the library. Spectral libraries should only be used by qualified individuals who meet the requirements outlined in the agreement.

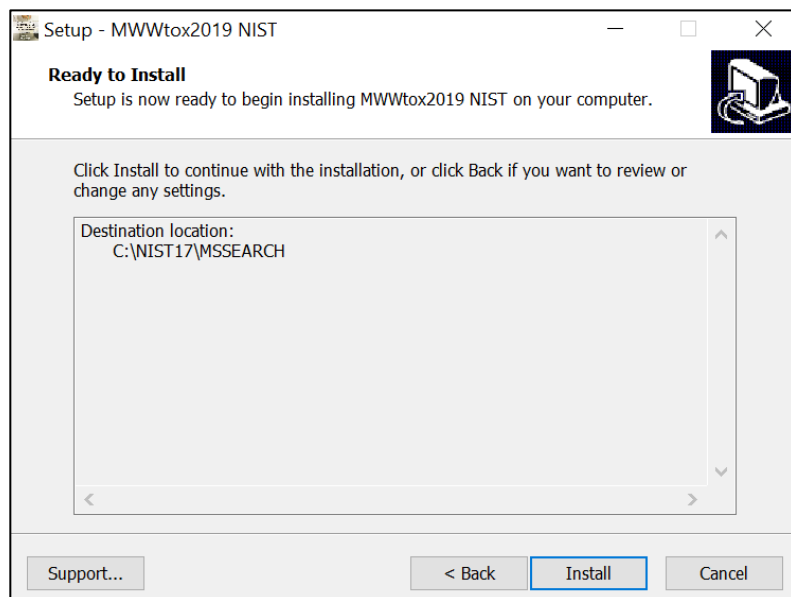
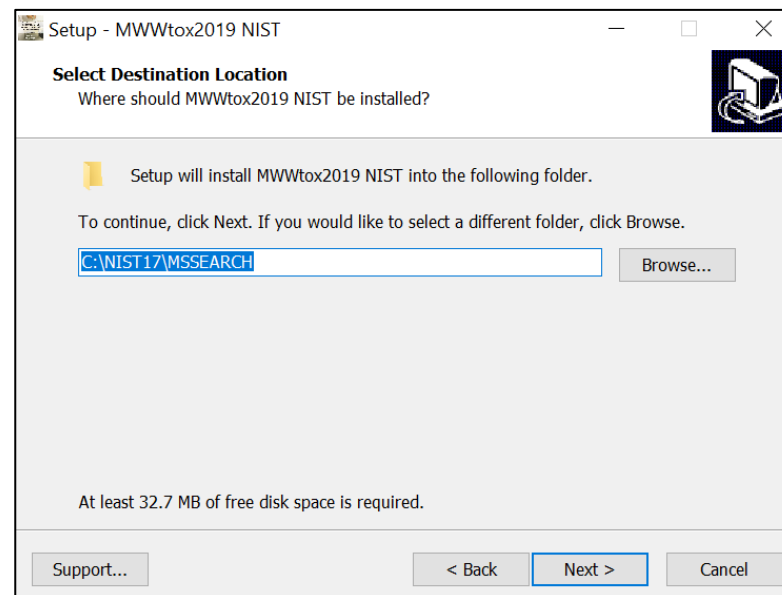


**Step 7.** Press “Next” to proceed to the next step. At this point, the installer will unpack and install the library in the format you have selected.

Confirm the target directory and destination location before proceeding.

**Step 8.** Ready to install? After selection of the Destination Folder, choose the “Install” button to begin installation. Allow installation to finish before closing out any applications.

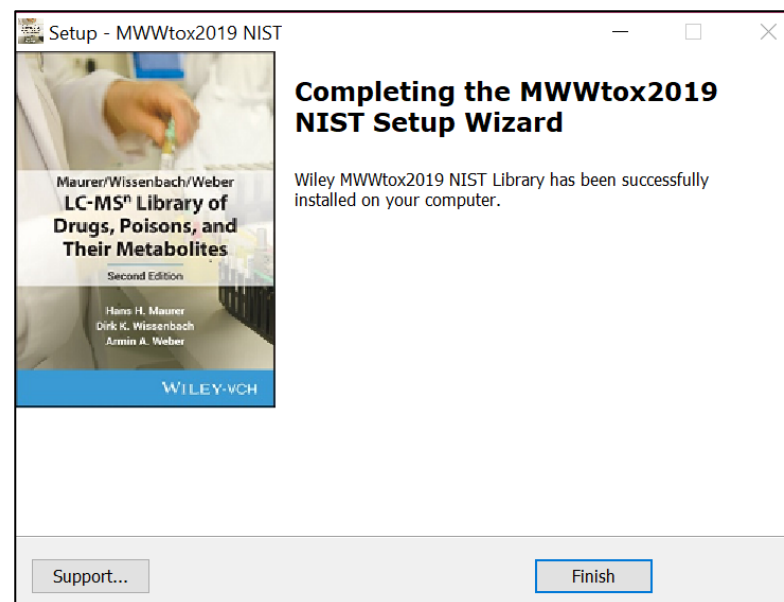
N.B.: For Chrome and Firefox browsers, copy the install file onto a temporary directory. The installer requires RegistrationProcess.dll. Please copy the installer and dll into one directory and activate the installer.



**Step 9.** Once installation is complete, press “Finish.” Be sure to consult your mass spectrometry software’s instructions for connecting to new libraries – some are automatic, but some require manual connection within the software.

#### Repairing or Uninstalling

Repairing or uninstalling the library should be managed using the “Add/Remove Programs” utility in Windows. If the library is manually moved, removed, or installed using overwrite mode, the Windows utility may not work.



#### GETTING HELP

Getting Help – you can choose to go to:

<https://hub.wiley.com/community/support>

## GENERAL DATABASE CONTENT

Wiley mass spectrometry libraries have a wide variety of uses. Practitioners and researchers are encouraged to evaluate their own needs and decide what libraries are appropriate for them.

See <https://sciencesolutions.wiley.com/> for other mass spectrometry, NMR, IR, and enterprise spectroscopy software from Wiley-VCH and John Wiley and Sons, Inc.

## BASIC FUNCTIONS

The enclosed library can be used as the primary search library or can be searched along with other libraries. We recommend, for mission-critical tasks, that users consult both a general library such as the *Wiley Registry 11<sup>th</sup>/NIST 2017 Mass Spectral Library* and a specialized library such as this library or *MS and GC Data of Drugs, Poisons, Pesticides, Pollutants, and Their Metabolites*.

## SEARCH TIPS

NIST MS Search 2.3 - [Name search]

File Search View Tools Options Window Help

JWH018MS2 Clear o-z mwwtox2019

JWH-018M (N-dealkyl-HO-indole-glucuronide) MS3\_2  
 JWH-018M (N-dealkyl) MS2  
 JWH-018M (N-dealkyl) MS3\_1

**JWH-018MS2**

JWH-018 MS3\_1  
 JWH-018 MS3\_2  
 JWH-018M (HO-) MS2  
 JWH-018M (HO-) MS3\_1  
 JWH-018M (HO-) MS3\_2  
 JWH-018 MS2  
 JWH-018 MS3\_1  
 JWH-020M (HO-) MS2  
 JWH-020M (HO-) MS3\_1  
 JWH-020M (HO-) MS3\_2  
 JWH-020 MS2  
 JWH-020 MS3\_1  
 JWH-022M (dHO-) MS2  
 JWH-022M (HO-) isomer 1 MS2  
 JWH-022M (HO-) isomer 1 MS3\_1  
 JWH-022M (HO-) isomer 2 MS2  
 JWH-022M (HO-) isomer 2 MS3\_1  
 JWH-022M (HO-) isomer 2 MS3\_2  
 JWH-022M (HO-) isomer 3 MS2  
 JWH-022M (HO-) isomer 3 MS3\_1  
 JWH-022M (HO-) isomer 4 MS2  
 JWH-022M (HO-) isomer 4 MS3\_1  
 JWH-022 MS2  
 JWH-022 MS3\_1  
 JWH-022 MS3\_2  
 JWH-073M (dihydro-naphthole) MS2  
 JWH-073M (dihydro-naphthole-glucuronide) MS2  
 JWH-073M (dihydro-naphthole-glucuronide) MS3\_1  
 JWH-073M (dihydro-naphthole-glucuronide) MS3\_2  
 JWH-073M (HO-indole-glucuronide) MS2  
 JWH-073M (HO-indole-glucuronide) MS3\_1  
 JWH-073M (HO-indole-glucuronide) MS3\_2  
 JWH-073M (HO-indole) MS2  
 JWH-073M (HO-indole) MS3\_1  
 JWH-073M (HO-naphthole) MS2  
 JWH-073M (N-dealkyl-HO-indole) MS2  
 JWH-073M (N-dealkyl-HO-indole) MS3\_1  
 JWH-073M (N-dealkyl-HO-indole) 2AC MS2  
 JWH-073M (N-dealkyl-HO-indole) 2AC MS3\_1  
 JWH-073M (N-dealkyl-HO-indole) AC MS2  
 JWH-073M (N-dealkyl-HO-indole-glucuronide) MS2  
 JWH-073M (N-dealkyl-HO-indole-glucuronide) MS3\_1  
 JWH-073M (N-dealkyl-HO-indole-glucuronide) MS3\_2  
 JWH-073M (N-dealkyl) MS2  
 JWH-073M (N-dealkyl) MS3\_1  
 JWH-073 MS2  
 JWH-073 MS3\_1  
 JWH-073 MS3\_2  
 JWH-081 MS2  
 JWH-081 MS3\_1  
 JWH-081 MS3\_2  
 JWH-122M (COOH-sidechain) MS2  
 JWH-122M (COOH-sidechain) MS3\_1  
 JWH-122M (HO-) isomer 2 MS2  
 JWH-122M (HO-) isomer 2 MS3\_1  
 JWH-122M (HO-) isomer 2 MS3\_2  
 JWH-122M (HO-sidechain) MS2  
 JWH-122M (HO-sidechain) MS3\_1  
 JWH-122M or isomer (dealkyl) MS2  
 JWH-122M or isomer (dealkyl) MS3\_1

100  
 50  
 0

110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350

115 127 145 155 159 169 200 214 286 299 309 314 324 342

Chemical structure of JWH-018MS2 is shown.

Name: JWH-018MS2  
 Formula: C<sub>24</sub>H<sub>23</sub>NO  
 Mw: 341 Exact Mass: 341.177965 CAS#: 209414-07-3 ID#: 6621 DB: mwwtox2019  
 Other DBs: None  
 Comment: F: ITMS + c ESI d w Full ms2 342.10  
 Precursor m/z: 342.1  
 10 largest peaks:  
 155 999 | 214 340 | 127 117 | 169 35 | 342 29 |  
 200 24 | 145 20 | 144 16 | 159 6 | 156 5 |  
 27 m/z Values and Intensities:  
 115 2 | 117 2 | 127 117 | 141 4 | 144 16 |  
 145 20 | 155 999 | 156 5 | 158 1 | 159 6 |  
 169 35 | 200 24 | 214 340 | 215 2 | 270 1 |  
 272 4 | 286 1 | 299 1 | 300 1 | 309 2 |  
 310 1 | 313 2 | 314 3 | 324 1 | 341 2 |  
 342 29 | 343 5 |

Synonyms:  
 no synonyms.

Estimated non-polar retention index (n-alkane scale):  
 Value: 2989 iu  
 Confidence interval (Diverse functional groups): 89(50%) 382(95%) iu

Retention index:  
 1. Value: 3253.9 iu  
 Column Type: Capillary  
 Column Class: Semi-standard non-polar  
 Active Phase: VF-5MS  
 Column Length: 35 m  
 Carrier Gas: He  
 Column Diameter: 0.25 mm  
 Phase Thickness: 0.25 μm  
 Data Type: Linear RI  
 Program Type: Complex  
 Description: 60C(1min)[20C/min]200C(5C/min)300C(12min)  
 Source: Tretyakov, K.V., *Retention Data. NIST Mass Spectrometry Data Center., 2015.*

## SEARCH TIPS

The comment row provides additional information. This is summarized by “ITMS + c ESI d w Full ms2 342.10”. An ion trap MS (ITMS) working with electrospray ionization (ESI) in positive ionization mode (+) was used to provide a centroid (c) data dependent (d) full scan (Full) MS/MS (MS2) product ion spectrum on the measured M+H mass of the compound (here m/z 342.10) by wideband activation (w) collision-induced dissociation fragmentation using 35% normalized collision energy. Precursor information of the MS/MS spectrum is extracted by the software based on information given by the comment row and is stored in the corresponding field.

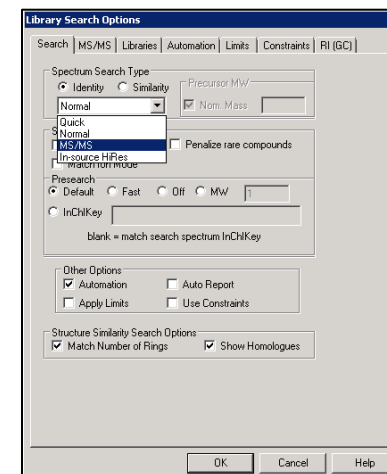
When using parametric searching, many text search programs provide better results when names are begun and ended with wild cards (e.g., “\*”). However, in NIST MS Search, this approach will not work.

While every effort has been made to include a broad spectrum of compounds, when trying to match an unknown against the database, bear in mind that some unknowns, especially new variants of designer drugs and steroids established after publication may only be available in our specialized collections.

LC-MS<sup>n</sup> libraries should be searched using specialized MSMS search algorithms, which generally provide superior results.

**Operating on NIST instrumentation software?** This library contains LC-MS<sup>n</sup> data. For best results in NIST software, ensure that search settings are set to MS/MS.

**Operating on Bruker or Thermo instrumentation software?** Please consult the documentation that accompanied your software.





## DATABASE DATA DESCRIPTION

In general, one MS<sup>2</sup> and two MS<sup>3</sup> spectra (most and second most abundant MS<sup>2</sup> fragment) were stored in the library for each compound. Based on the compound structure some compounds (e.g. trimipramine) do not provide a second reproducible MS<sup>3</sup> spectrum under the used MS conditions. The library entries for those compounds consist of one MS<sup>2</sup> and one MS<sup>3</sup> spectrum. As according to instrument variations (36) and the CID fragmentation properties of each compound, a third MS<sup>3</sup> was stored for some compounds (e.g. morphine). Consequently, one MS<sup>2</sup> and three MS<sup>3</sup> spectra are stored in the database for those compounds.

## DATA SUBMISSION

Wiley welcomes submissions of new data for consideration for inclusion in forthcoming editions of the *Wiley Registry*, as well as other works. Wiley also accepts data in the following areas:

- ClassicalEI-MS
- Tandem MS (MS<sup>n</sup>)
- MS-TOF exact mass
- C-NMR, H-NMR, P-NMR, Si-NMR, X-NMR
- FT-IR, Raman, UV-Vis, Near-Infrared, Diamond-ATR

Data proposals, sample data, or inquiries are best sent to [dbinquiry@wiley.com](mailto:dbinquiry@wiley.com).

You might send the original TIC file (Xcalibur (\*.raw), ChemStation (.D data folder)) by an e-mail attachment directly to: [dbinquiry@wiley.com](mailto:dbinquiry@wiley.com). The data will be evaluated. If you have questions or if you need assistance, please contact us. We are always willing to help.

**JOHN WILEY AND SONS, INC. PRIVACY POLICY AND TERMS OF USE**

Wiley Privacy Policy: <https://www.wiley.com/en-us/privacy>

Wiley Terms of Use: <https://www.wiley.com/en-us/terms-of-use>

**JOHN WILEY AND SONS, INC. END USER LICENSE AGREEMENT**

Carefully read the following Terms and Conditions before installing and/or using this John Wiley and Sons, Inc. ("Wiley") software or database product ("Wiley Product"). By installing and/or using the Wiley Product you indicate your acceptance of the terms and conditions of this Agreement. If you do not agree to be bound by these terms and conditions, you may return the product with your receipt for the purchase and all packaging and documentation for a full refund within thirty (30) days of purchase.

1. License: Wiley hereby grant you, and you accept, a non-exclusive and non-transferable license, to use the Wiley Product.
2. Term: This License Agreement is effective until terminated. You may terminate it at any time by destroying the Wiley Product.
3. Authorized use of Wiley Product: This License allows you to install and use the Wiley Product on a single computer at a time. You may make one copy of the Wiley Product in machine-readable form for backup purposes only. The backup copy must include all copyright information contained on the original. You may selectively download and print limited content of the Wiley Product for your personal non-commercial use, provided, however that any such portions of the Wiley Product downloaded or printed will continue to be subject to the terms and conditions of this License, and you acknowledge that any copy, or portion printed is protected by U.S. copyright law. Upon termination of this License, you agree to destroy all copies in any form. IF YOU TRANSFER POSSESSION OF ANY COPY OF THE WILEY PRODUCT TO ANOTHER PARTY, YOU MUST NOTIFY THEM OF THE TERMS OF THIS LICENSE.
4. Use Restrictions. You may not (a) Copy the WILEY PRODUCT, except to load it into a computer in accordance with Instructions set forth in the User's Manual; (b) Modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Wiley Product; (c) Copy, download, store in a retrieval system, publish, transmit, or otherwise reproduce, transfer, store, disseminate, or use, in any form or by any means, any part of the data contained within the System except as expressly provided for in this License; (d) Resell, sublicense, lease, or grant any other rights of any kind to any individual copy of the System to any other person; (e) Remove any proprietary

notices, labels or marks on the System. THE WILEY PRODUCT IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES IN WHICH CASE THE FAILURE OF THE WILEY PRODUCT COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. Your rights under this License will terminate automatically without notice from Wiley if you fail to comply with any term(s) of this License

You shall take reasonable measures to maintain the security of the Wiley Product.

5. Proprietary Rights. You acknowledge and agree that the Wiley Product is the sole and exclusive property of Wiley and/or its Licensors, and the Product and User Manual are licensed to you only for the term of this License and strictly under the terms hereof. Wiley and/or its Licensors own or have obtained all right, titles, and interest in and to the content in the Wiley Product, and the Wiley Product contains copyrighted and confidential trade secret information that is the property of, or licensed by Wiley. Except for the limited rights given to you herein, all rights are reserved by Wiley and/or its Licensors.

6. Termination. If you should fail to perform in the manner required in this License, this License shall terminate and Wiley may exercise any rights it may have. Upon termination, Wiley may require that you destroy all of these materials and that you so certify, in writing to Wiley. All provisions of this license with regard to the protection of the proprietary rights of Wiley shall continue in force after such termination.

7. Warranties, Indemnities, and Limitation of Liability. THE WILEY PRODUCT IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WILEY NEITHER GIVES NOR MAKES ANY OTHER WARRANTIES OR REPRESENTATIONS UNDER OR PURSUANT TO THIS LICENSE. Wiley does not warrant, guarantee or make any representations that the functions contained in the Wiley Product will meet your particular requirements or that the operation of the Wiley Product will be uninterrupted or error free. The entire risk as to the results and performance of the Wiley Software is assumed by you.

If the Wiley Product disc is defective in workmanship or materials and Wiley is given timely notice thereof, Wiley's sole and exclusive liability and your sole and exclusive remedy, shall be to replace the defective disc. In the event of a defect in a disc covered by this warranty, Wiley will replace the disc provided that you return the defective disc to Wiley together with a copy of your receipt. If Wiley is unable to provide a disc that is free from such defects, you may terminate this License by returning the disc and all associated documentation to Wiley for a full refund. The foregoing states

your sole remedy and Wiley's sole obligation in the event of the occurrence of a defect coming within the scope of the Limited Warranty.

IN NO EVENT SHALL WILEY, ITS SUPPLIERS, OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE WILEY PRODUCT OR DOCUMENTATION BE LIABLE FOR ANY LOSS OR INACCURACY OF DATA OF ANY KIND OR FOR LOST PROFITS, LOST SAVINGS, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO THE USE OR INABILITY TO USE THE PRODUCT, EVEN IF WILEY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY CLAIM OR CAUSE WHATSOEVER WHETHER SUCH CLAIM OR CAUSE IS IN CONTRACT, TORT OR OTHERWISE.

The limited warranty set forth above is in lieu of all other express warranties, whether oral or written. The agents, employees and distributors of Wiley are not authorized to modify this warranty, nor to make additional warranties binding on Wiley. Accordingly, additional statements such as distributor representations, whether written or oral, do not constitute warranties of Wiley and should not be relied upon as a warranty of Wiley. In no case shall Wiley's liability exceed the cost of the Wiley Product. You agree to indemnify and hold Wiley, its suppliers, and all of their officers, directors, employees and agents, as well all those individuals or organizations providing information for the Wiley Product, harmless from any and all claims of third parties resulting from or incidental to your use or operation of the Wiley Product, or arising from any breach by you of any provisions of this License. Wiley may, at its option, institute or defend any action arising out of the aforesaid clauses with counsel of its own choice.

(Some states do not allow exclusions or limitations of implied warranties or liability in certain cases, so the above exclusions and limitations may not apply to you.)

8. Export Law Assurances. You may not use or otherwise export or re-export the Wiley Product except as authorized by United States law and the laws of the jurisdiction in which the Wiley Product was obtained. In particular, but without limitation, the Wiley Product may not be exported or re-exported (i) into (or to a national or resident of) any U.S. embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Wiley Product, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

#### 9. General.

- (a) This License shall be governed by the laws of the State of New York in so far as they do not conflict with U.S. Federal regulations.
- (b) If any provision of this License is deemed to be unlawful, invalid, or unenforceable, the remaining provisions shall remain in full force and effect as if the unlawful, invalid, or unenforceable provision had been omitted.
- (c) Any legal action, suit, or proceeding arising out of or relating to this License or the breach thereof shall be instituted in a court of competent jurisdiction in New York County in the State of New York and each party hereby consents and submits to the personal jurisdiction of such court and consents to service of process by registered or certified mail, return receipt requested, at the last known address of such party.
- (d) The above warranties and indemnities shall survive the termination of this License.
- (e) Use, duplication, or disclosure by the U.S. Government is subject to restrictions stated in regulation 48-DFARS 252.227-7013(c)(1)(ii). Software licensors: John Wiley & Sons, Inc., 111 River Street, Hoboken, N.J. 07060.

10. Acknowledgment. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO ACKNOWLEDGE THAT THIS LICENSE IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN WILEY AND YOU, AND THAT IT SUPERSEDES ANY PROPOSAL, PRIOR AGREEMENT, OR OTHER COMMUNICATIONS, WHETHER ORAL OR WRITTEN, BETWEEN YOU AND WILEY RELATING TO THE SUBJECT MATTER OF THIS LICENSE. THIS LICENSE CANNOT BE MODIFIED OR AMENDED EXCEPT BY A FURTHER WRITTEN INSTRUMENT EXECUTED BY YOU AND WILEY.