

UpToDate, Inc. Subscription and License Agreement

Please read the following UpToDate, Inc. Subscription and License Agreement carefully. By applying to the UpToDate International Grant Subscription Program on GHDonline you agree to the terms of the UpToDate, Inc. Subscription and License Agreement.

In this Agreement, the term "you" or "your" refers to: (i) an entity entering into this Agreement for use of its employees, (ii) an individual subscribing to UpToDate under this Agreement, either on his or her own behalf (or as agent for a corporation or other entity or organization); or (iii) an individual entering into this Agreement as a condition of using UpToDate through a subscription purchased by or granted to a hospital, medical school, or other institution ("Institution"), where the individual is employed by or affiliated with the Institution.

1. LICENSE: UpToDate, Inc. ("UpToDate"), in consideration of the acceptance of this Agreement and subject to the approval of the Review Committee and UpToDate, grants you a non-exclusive, non-transferable license and right to use and access the UpToDate database and software (the "Licensed Materials") in accordance with the applicable subscription terms:

a. INDIVIDUAL: An individual subscription permits one individual to access and use the Licensed Materials for his or her own use only by loading the software on a single computer (i.e., within a single CPU) at a fixed location, by loading the PDA software on a single Personal Digital Assistant (PDA), or by using his or her unique user name and password to access the Licensed Materials from any location via the Internet.

b. STANDALONE WORKSTATION: A standalone subscription permits multiple users employed by or affiliated with you to access and use the Licensed Materials only for a purpose related to your business by loading the software on a single computer (i.e., within a single CPU) owned or controlled by you, with a hard drive owned or controlled by you connected directly to such computer. You may not install the software on more than one computer. A Standalone Workstation license does not include Internet access to the Licensed Materials.

c. INSTITUTIONAL SUBSCRIPTION: An Institutional Subscription permits only individuals who are employed by or affiliated with the relevant institution to access and use the Licensed Materials at any Internet-connected computer validated for such use by UpToDate, but only for the clinical, educational or research purposes of the Institution. You shall ensure that the Licensed Materials are accessed only by Authorized Users affiliated with You for a purpose directly related to this Grant. Authorized Users include physician staff, faculty, residents, nurses, librarians and other staff and medical professionals who are employed by or affiliated with Your organization, or who provide medical services to patients at Your organization's facilities. Further, access may be restricted to particular websites per the applicable invoice terms.

2. USER ACCESS RESTRICTIONS: You may not allow or facilitate any Access to the Licensed Materials by any persons who are not Authorized Users. Access to persons who are not Authorized Users is prohibited no matter how such Access is obtained, including without limitation by use of modem, VPN, proxy server, LAN or web-based technology. You shall notify UpToDate promptly if you become aware of any Access to the Authorized Materials by users within your organization who are not Authorized Users.

3. OWNERSHIP: The Licensed Materials, including without limitation all copyrights and other intellectual property rights therein, are the sole and exclusive property of UpToDate (or its parents, subsidiaries, affiliates, or designees) or its suppliers. By indicating that you accept these terms, you do not become the owner of the Licensed Materials, but are entitled to use them only according to the terms of this Agreement.

4. PERMITTED USES: You may print out, or email to a colleague, individual articles containing only insubstantial portions of the most current version of the Licensed Materials, but only for a) your personal clinical, educational or research use; b) teaching healthcare professionals; or c) consulting with individual colleagues, provided that any printed or emailed articles include a source reference to UpToDate and its

copyright notice. You are not permitted to print or email substantial portions of the Licensed Materials, nor to email individual articles to large numbers of recipients.

5. **PROHIBITED USES:** Except as expressly permitted in this Agreement, any copying, distribution or modification of the Licensed Materials is strictly prohibited. No part of the Licensed Materials may be hyperlinked, indexed, or otherwise utilized by automated software means, including: search engines, robots, spiders, crawlers, data mining tools, or any other software that aggregates access to, or the content of, the Licensed Materials. No part of the Licensed Materials may be copied for resale, nor may it be posted or otherwise made available on Intranets, so-called federated sites, knowledge bases, searchable databases, public bulletin boards, web sites, Internet domains, or online chat rooms. The Licensed Materials may not be combined with other content in knowledge banks or through similar technologies. No part of the Licensed Materials may be reverse engineered or included in other software. UpToDate electronically monitors compliance with this Agreement, and reserves the right in its sole discretion to change and or cancel an individual's user name and password or to disable an IP address without notice in the event of multiple concurrent logins, excessive search quantities or excessive download traffic volumes. You agree to comply with all applicable laws, including all US export laws and regulations, in connection with the Licensed Materials.

6. **SUBSCRIPTION TERM:** Subject to the approval of this Grant Application, You will obtain the right to use and access the Licensed Materials for a period of one year. At the end of this period, your license and your associated rights, such as technical support, will expire automatically. UpToDate may embed technology in the Licensed Materials causing them to become inaccessible after your subscription term. The Agreement and your license to use the Licensed Materials will also terminate if you fail to comply with any term or condition in this Agreement. UpToDate reserves the right to terminate your license and associated rights at any time.

7. **RESTRICTION AGAINST TRANSFER:** You may not sublicense, assign, share, sell, rent, lease, or otherwise transfer your right to use the Licensed Materials (including your username and password) whether by merger, operation of law, or otherwise.

8. **USE OF PROFESSIONAL JUDGMENT:** The editors and authors of the Licensed Materials have conscientiously and carefully tried to create the identified diagnosis measures, treatment alternatives and drug dosages in the Licensed Materials that conform to the standards of professional practice that prevailed at the time of publication. However, standards and practices in medicine change as new data become available and the individual medical professional should consult a variety of sources. For this reason, only the most current release of the Licensed Materials should be consulted when information is sought. New updates of the Licensed Materials are issued periodically; do not rely on older versions. In addition, when prescribing medications, the user is advised to check the product information sheet accompanying each drug to verify conditions of use and identify any changes in dosage schedule or contraindications, particularly if the agent to be administered is new, infrequently used or has a narrow therapeutic range.

The Licensed Materials describe basic principles of diagnosis and therapy. The information provided in the Licensed Materials is no substitute for individual patient assessment based upon the healthcare provider's examination of each patient and consideration of laboratory data and other factors unique to the patient. The Licensed Materials should be used as a tool to help the user reach diagnostic and treatment decisions, bearing in mind that individual and unique circumstances may lead the user to reach decisions not presented in the Licensed Materials. The opinions expressed in the Licensed Materials are those of its authors and editors and may or may not represent the official position of any medical societies cooperating with, endorsing or recommending the Licensed Materials.

9. **LIMITED RIGHTS NOTICE.** Any access to the Licensed Materials provided under contract to the U.S. Government is provided with limited rights. The Licensed Materials consist of data, as defined in 48 CFR 27.401 or 48 CFR 27.404-2(a), as applicable, and restricted computer software as defined in 48 CFR 27.401. The Licensed Materials may be reproduced and used by the U.S. Government, provided that they will not be used for or in connection with manufacturing and will not be disclosed outside of the U.S.

Government or to any U.S. Government contractor, without the prior express written permission of UpToDate.

10. LIMITED WARRANTY: If UpToDate has supplied physical media to you containing the Licensed Materials and they are defective, such media will be replaced without charge if returned within 60 days after approval of this Grant Application. EXCEPT AS SET FORTH IN THE FOREGOING SENTENCE, NEITHER UPTODATE NOR ANY OTHER PARTY OR MEDICAL SOCIETY MAKES ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, WHICH ARE LICENSED "AS IS". ALL OTHER WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USE OF TRADE. ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR ENTITY ARE VOID. YOU ASSUME ALL RISK AS TO THE QUALITY, FUNCTION, PERFORMANCE, AND ACCURACY OF THE LICENSED MATERIALS.

LIMITATION OF LIABILITY: IN NO EVENT WILL UPTODATE OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, PROMOTION OR MARKETING OF THE LICENSED MATERIALS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, RELIANCE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA OR PROFITS, OR FOR INABILITY TO USE THE LICENSED MATERIALS, EVEN IF UPTODATE OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL UPTODATE OR SUCH OTHER PARTY'S LIABILITY FOR ANY DAMAGES OR LOSS TO YOU OR ANY OTHER PARTY EXCEED THE LICENSE FEE PAID FOR THE LICENSED MATERIALS.

Some jurisdictions do not allow limitations on how long an implied warranty lasts and some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental, exemplary, or consequential damages, or the limitation of liability to specified amounts, so the above limitation and exclusion may not apply to you if prohibited by applicable law. You may also have other rights which vary from jurisdiction to jurisdiction. You agree that this Agreement shall not be subject to the United Nations Convention on Contracts for the International Sale of Goods.

11. GENERAL: 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. This Agreement may be modified only in writing authorized by UpToDate. UpToDate's waiver of any right shall not constitute a waiver of that or any other right in the future. This Agreement shall be governed by and construed in accordance with the laws and in the state and federal courts of the Commonwealth of Massachusetts, USA. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements, and undertakings, oral or written, are hereby expressly superseded and canceled. Sections 3-9 survive in full force and effect following expiration or termination of this Agreement.

Should you have any questions regarding this Agreement, you may contact UpToDate at the email address or telephone numbers set forth below.

UpToDate, Inc. http://www.uptodate.com/home/about/contact_us.html