

UPTODATE MASTER TERMS AND CONDITIONS FOR LICENSED CONTENT AND SERVICES

THESE MASTER TERMS AND CONDITIONS are effective as of the date set forth in Exhibit 1, Section B, attached hereto and are entered into by and between UpToDate, Inc., a Delaware corporation ("UpToDate"), and the party identified in Exhibit 1, Section A, attached hereto.

1. DEFINITIONS. In addition to any definitions described within the body of the Agreement, the parties agree to the following definitions:

1.1 "Addendum/Addenda" means one or more addenda to these Master Terms and Conditions for Licensed Content and Services that provide supplemental terms with respect to Licensed Content and Services.

1.2 "Agreement" means these Master Terms and Conditions for Licensed Content and Services, any and all Addenda hereto and any of their attachments, and amendments later agreed to by the parties in writing.

1.3 "Authorized User" means a person employed by Licensee, or otherwise bound by a legal obligation to comply with the terms of this Agreement, and permitted by Licensee to access or use the Licensed Content and Services, including a contractor permitted to use the Licensed Content in accordance with Section 2.12.3.

1.4 "Content" means the medical and related content supplied by UpToDate, its affiliates and their respective licensors and made available within the Licensed Content. Unless otherwise stated, Content includes Third Party Material, if any. Content will not generally include any UpToDate customer specific information.

1.5 "Effective Date" means the date set forth in Section B of Exhibit 1.

1.6 "End-User" means an Authorized User who is a patient or consumer and expressly permitted access to certain Content as described in the Permitted Use.

1.7 "Fee Term" means the twelve (12) month billing period beginning on the Effective Date and each successive twelve (12) month billing period thereafter.

1.8 "Initial Term" means the period set forth in Section C of Exhibit 1.

1.9 "Licensee" means the entity authorized to access and use the Licensed Content and Services pursuant to this Agreement and to permit its Authorized Users to use the same.

1.10 "License Fees" means the fees set forth in Section F of Exhibit 1 and any other payments due to

UpToDate under this Agreement.

1.11 "Licensed Content" means the UpToDate data and information set forth in Section D of Exhibit 1, including (i) all UpToDate software and Content included in such data and information, and (ii) Third Party Material, if any, included in such data and information.

1.12 "Permitted Use" means the explicit, limited use of the Licensed Content set forth in Section E of Exhibit 1 and any applicable Addendum, subject to the restrictions set forth in the Agreement. If so set forth in Exhibit 1, different uses and restrictions on uses may be permitted or required for different Licensed Content, all of which uses and restrictions are collectively included in the definition of "Permitted Use".

1.13 "Renewal Term" means any of the successive renewal periods of length equal to the Initial Term and following the Initial Term, or as otherwise set forth in Section C of Exhibit 1, and as further defined in Section 3.1.

1.14 "Services" means the maintenance and support, implementation or other professional services that UpToDate makes available to Licensee and its Authorized Users under this Agreement and applicable Addenda with respect to the Licensed Content.

1.15 "Technical Documentation" means, individually or collectively, any user manual, developer manual, implementation manual, release note, web-site notice, read-me note, specification, technical bulletin, and similar information and documentation related to the Licensed Content or Services, however titled, including updates and modifications thereto, in any form, supplied to Licensee or made available by UpToDate.

1.16 "Term" means, collectively, the Initial Term and any Renewal Terms.

1.17 "Third Party Material" means any Content, software, or other material supplied or licensed to UpToDate by third parties and made available as part of the Licensed Content.

2. LICENSE GRANT — RESTRICTIONS —

GENERAL USE PROVISIONS.

2.1 License Grant. Subject to all the conditions in the Agreement, during the Term UpToDate grants to Licensee, and Licensee accepts, a limited, non-exclusive, non-transferable license to access and use the Licensed Content (including Technical Documentation) in conformance with the Permitted Use. This is not a sale of the Licensed Content or of a copy of the Licensed Content. Any use or attempted use of the Licensed Content other than for the Permitted Use and in accordance with this Agreement is prohibited and a material breach of this Agreement.

2.2 Conformance to Permitted Use; Geographic Scope. Only Authorized Users may access and use the Licensed Content. Licensee and Authorized Users may only store, use, and access the Licensed Content in Finland.

2.3 Authorized Users Compliance. Licensee shall use reasonable means to ensure Authorized Users' compliance with the terms of this Agreement. Licensee shall be directly liable for any breach of the terms of this Agreement by any Authorized User. Licensee shall promptly report to UpToDate any actual or potential breach of this Agreement by an Authorized User, but in no event later than five (5) days after becoming aware of an actual or suspected breach.

2.4 License Restrictions. Use of the Licensed Content is subject to all terms and conditions of this Agreement. As part of such terms and conditions, Licensee and Authorized Users may not (a) use, permit the use of, permit access to, or distribute the Licensed Content except in accordance with the terms of this Agreement; (b) copy, or permit the copying of, the Licensed Content or Technical Documentation unless the copying is solely for Licensee's archival purposes or internal backup in accordance with this Agreement; (c) print in whole or in substantial part the Licensed Content; (d) modify, translate, reverse engineer, decompile, disassemble, or attempt to derive or alter any source code of the Licensed Content or any underlying software, except as and to the extent expressly authorized by the terms of an Addendum or applicable law; (e) use the Licensed Content to provide service bureau, time sharing, or similar services to third parties, including any parent, subsidiary, or other affiliate of Licensee, unless such use is explicitly set forth in the Permitted Use or in an Addendum; (f) distribute, sublicense, sell, assign, transfer, rent, lease, pledge, or encumber the Licensed

Content, or make any attempt to do so except as and to the extent expressly permitted in an Addendum; (g) alter, remove, or hinder delivery of any copyright, disclaimer, or proprietary notice appearing in the Licensed Content; (h) take any action compromising, or that has the possibility of compromising, the enjoyment and use of the Licensed Content by any other UpToDate customer; or (i) take any action compromising, or that has the possibility of compromising, UpToDate's rights in the Licensed Content. Redistribution of the Licensed Content in whole or substantial part for any purpose is prohibited unless specifically authorized in the Permitted Use or to the extent expressly permitted in an Addendum.

2.5 Compliance with Laws. Licensee and its Authorized Users shall use the Licensed Content and the information contained therein and results derived therefrom in compliance with all applicable laws, including but not limited to applicable federal, state or provincial, and local laws, rules, and regulations.

2.6 Additional Restrictions for Third Party Material. Additional terms and conditions may apply to Licensee's use of Third Party Material, if any, that is included in the Licensed Content. Such additional terms and conditions, if any, shall be presented in advance to Licensee. In the event of changes in the terms applicable to such material, UpToDate reserves the right to terminate access to such material, modify the Third Party Material accessible hereunder, or add additional terms and conditions applicable to such material, in each case effective immediately upon notice being made reasonably available to Licensee. In the event that UpToDate terminates access to such material under such circumstances, then UpToDate will provide a pro-rata refund of any prepaid but unused License Fees specifically relating to such material based on the number of months remaining in the applicable Fee Term.

2.7 No Competitive Products. Under no circumstances shall Licensee use the Licensed Content, any portion thereof or any information derived therefrom, to develop a product(s) or service(s) in any format similar to, or which could be competitive with, the Licensed Content or any other content or service(s) provided by UpToDate or an entity under common ownership with UpToDate, or assist any other person to do so.

2.8 Use of Names; Agreement Confidentiality. A party will not use the name of the other party, or any trademark owned by the other party, except (a) as

expressly permitted in this Agreement; (b) as authorized in writing by the other party; or (c) as required by law or the rules of a stock exchange listing a party's securities. Notwithstanding the foregoing, UpToDate will have the right to issue public statements pertaining to the existence of the business relationship between UpToDate and Licensee, including the right to the use of Licensee's name, logo and other non-confidential information in press releases, web pages, advertisements, and other marketing materials. UpToDate will not claim Licensee's specific and express endorsement of UpToDate's content or services without Licensee's prior written consent. Licensee shall treat the Agreement as UpToDate's confidential information and may not disclose this Agreement or any terms herein to any third party. Licensee shall notify UpToDate promptly concerning any law or order or other governmental agency having authority to require disclosure of any portion of the Agreement, so that UpToDate may take appropriate action to protect such confidential information. Further, due to the sensitive nature of the Agreement and pricing information contained herein, Licensee will immediately notify UpToDate of any request to release the terms of this Agreement under any federal or state Freedom of Information Act or other disclosure regulations. Where such a request occurs, Licensee will afford UpToDate the opportunity to seek confidential treatment of the terms and conditions of this Agreement as provided for in the applicable laws.

2.9 Implementation; Updates. Licensee agrees to obtain, install, and maintain, at its expense, all third-party services, hardware, non-UpToDate software, and other technology necessary to access, update, and use the Licensed Content. UpToDate is not required to provide any updates, enhancements, or modifications to the Licensed Content except as specifically set forth in Exhibit 1 or, in the case of web-hosted Licensed Content, as generally made available to all users of such Licensed Content at no additional fee while Licensee is under active subscription for such Licensed Content.

2.10 Licensee Modifications. Licensee shall not modify, or create a derivative work from, the Licensed Content except to the extent expressly authorized in an Addendum. Licensee assumes all liability for any modification made by Licensee or on behalf of Licensee by an agent of Licensee. UpToDate disclaims all warranties of any nature, express and implied,

regarding any Licensee-modified Licensed Content. Licensee agrees to defend, indemnify, and hold UpToDate harmless from any claim or damages, including reasonable attorney fees, arising from Licensee-modified Licensed Content.

2.11 Professional Responsibility. Licensee acknowledges that the professional duty to a patient in the provision of healthcare services (including the dispensing of drug prescriptions, provision of drug information, substitution of one drug product for another, availability of generic substitutable alternative drug products, and answering questions a patient may have) lies solely with the healthcare professional providing direct patient care or pharmacy services. Licensee acknowledges and agrees that UpToDate provides no medical, pharmaceutical, or other professional advice or patient services in connection with this Agreement or as part of or as a result of the provision of the Licensed Content and has no ability to verify patients' understanding of their medications and the effects of such medications. Licensee acknowledges that Content provided to patients (a) is not a substitute for verbal medication counseling or physical demonstration of an administration technique by a healthcare professional, (b) may be confusing to certain patients when not interpreted by a healthcare professional, and (c) is designed strictly to support the verbal information transfer by healthcare professionals and to serve as a non-comprehensive take home reference source for patients or caregivers. Accordingly, Licensee, through its licensed healthcare professionals and its Authorized Users, are required to, and will, independently apply their medical, pharmaceutical, or other professional knowledge, expertise, and judgment with respect to determining the correctness, completeness, timeliness, and suitability of the Content for each patient for whom Licensee or an Authorized User provides any services or products and, where applicable and within the discretion of the healthcare professional, provide each patient with appropriate, individualized verbal counseling regarding use of, or potential adverse consequences associated with, a particular drug, drug combination, or course of therapy. Therefore, as between Licensee and UpToDate, Licensee takes full responsibility for its and its Authorized Users' use of Content in patient care.

2.12 Additional Conditions for Certain Software. If the Licensed Content includes databases, application program interfaces, applications, or other software

sent to, or downloaded by, Licensee, the following additional provisions apply to such Licensed Content:

2.12.1 Licensee shall not include the Licensed Content in software made available under an open source license.

2.12.2 If programming by Licensee is required to access, install, or use the Licensed Content, Licensee will perform, at its expense, the programming, installation, and use of the Licensed Content and in conformance with the Technical Documentation, including unaltered display of UpToDate copyright notices, disclaimers, warnings, data expiration dates and last updated dates as shown in the Licensed Content or Technical Documentation.

2.12.3 If programming for access to, or use of, the Licensed Content by Licensee is performed by a third-party contractor to Licensee, such contractor shall be considered an agent of Licensee and may have access to the Licensed Content and Technical Documentation through Licensee solely for the benefit of Licensee and the purpose of permitting Licensee and its Authorized Users to use the Licensed Content in accordance with the Permitted Use and the terms of the applicable Addenda. Licensee warrants that such contractor will be under an obligation of confidentiality in accordance with an agreement between Licensee and the contractor that extends to the Licensed Content and Technical Documentation and that Licensee is liable for such contractors' use, misuse, or breach of confidentiality relating to the Licensed Content or Technical Documentation.

2.12.4 If the Permitted Use or applicable Addendum includes End

User access to the Licensed Content by means other than through an UpToDate web-site, Licensee shall display any conditions of use required by the Technical Documentation, this Agreement, or an Addendum, if any, and permit End Users to access the approved portions of Licensed Content only if End Users have previously signified by means of a valid "click through" agreement approved by UpToDate that the End User has read and assented to the conditions of use.

2.12.5 If the Permitted Use or applicable Addenda allows Licensee to display, print, or distribute patient/consumer information from the Licensed Content, then subject to Section 2.4, Licensee shall display, print, or distribute an unmodified version of the information and according to Technical Documentation requirements.

2.12.6 If the Permitted Use or applicable Addendum allows Internet or Intranet access to the Licensed Content by means of a Licensee-owned, developed, or authorized web site or portal, Licensee shall control access to the Licensed Content so as to be limited to its Authorized Users as set forth in the Permitted Use or applicable Addendum, and protect the Licensed Content from being downloaded or printed in whole or in substantial part. Licensee may permit the downloading or printing of information provided on a single screen display or as otherwise permitted under the "fair use" provisions of applicable copyright law, if any.

2.12.7 UpToDate authorizes Licensee to display the name "UpToDate, Inc." and the name(s) of any relevant UpToDate content in Licensee developed user manuals,

screen displays, and reports solely to indicate that UpToDate is the owner and source of the Licensed Content. Licensee will provide UpToDate with a sample of any item using the UpToDate, Inc. designation prior to use, and will make such revisions to its usage as UpToDate may require to conform to UpToDate's trademark and logo usage guidelines. At no time shall Licensee state or imply that UpToDate has any responsibility or liability for any content or services of Licensee.

2.13 Additional Conditions for UpToDate Web Site Access. If the Licensed Content includes a UpToDate web-hosted application or the Permitted Use or applicable Addendum allows access to the Licensed Content by means of a UpToDate web site the following additional provisions apply to such Licensed Content:

2.13.1 During the Term and subject to the conditions herein, on a non-exclusive and non-transferable basis, and only for use in conformance with the Permitted Use, UpToDate will make the applicable Licensed Content available to Licensee and Authorized Users via an Internet-based interface.

2.13.2 Use is subject to any "terms of use", "disclaimer", "legal notice", "acceptable usage policy" or similar message and conditions set forth on the UpToDate web site. In the event of a conflict with a provision of this Agreement, this Agreement shall control.

2.13.3 Licensee or its Authorized Users shall not (a) download or print, or attempt to download or print, the Licensed Content in whole or in substantial part; (b) access or attempt to access the UpToDate site utilizing any data mining tool, robot, spider, or other data harvesting or extraction tool

without the prior written permission of UpToDate; (c) share usernames or passwords with persons not specifically authorized under this Agreement or not included in any report or count required to be made to UpToDate; or (d) attempt to access Content or portions of any UpToDate web site to which the Authorized User does not have authorized access.

2.14 Additional Considerations for Medi-Span. If the Licensed Content includes any Medi-Span Clinical Access Software, Medi-Span Application Programming Interfaces ("Medi-Span Clinical APIs"), or Medi-Span Clinical API Data (each individually a "Medi-Span Clinical Data" and collectively, the "Medi-Span Clinical Content"), the following additional provisions apply to such Licensed Content:

2.14.1 Medi-Span Clinical Content is designed to allow Licensee to use its discretion to program software, applications, or other Authorized User interfaces to permit Authorized Users to deactivate or suppress certain content contained in the Medi-Span Clinical Content, including without limitation drug safety alerts relating to drug-drug interactions, drug-allergies, route of administration, therapy duplication, etc. ("User Control"). Licensee is solely responsible for determining whether, and to what extent, User Control is implemented or available to Authorized User. UpToDate is unable to monitor and will not monitor Licensee's implementation or use of User Control. UpToDate, its affiliates, and licensors shall not assume or incur any liability or alleged liability of any kind that may arise out of Licensee's or its Authorized Users' implementation or use of User Control. This section survives expiration termination, or rescission of the Agreement.

2.14.2 If Licensee implements or

uses User Control, Licensee agrees to include the following Professional Responsibility Disclaimer Notice within its software application which shall be visible to each Authorized User at the time User Control is first implemented and each time the parameters of User Control are modified thereafter:

"The user of this application acknowledges that the professional duty to the patient in providing health care services (including the dispensing of prescription drugs and drug information, substitution of one drug product for another or the availability of generic substitutable alternative drug products, and answering questions a patient may have) lies solely with the health care professional providing direct patient care and/or pharmaceutical services. This application is designed to provide the user with certain "alerts" related to drug safety, which may include, but not be limited to, alerts pertaining to: drug, food and herbal medication interactions; drug-to-drug interactions; adverse drug reactions; drug precautions; drug dosage; and duration of drug therapy. This application permits the developer or user to use their discretion to deactivate or suppress some or all alerts that are believed to be unnecessary ("User Control"). Before using this application, user should determine whether, and to what extent, User Control has been implemented or used."

2.15 Information Analysis. If the Licensed Content has the capability, to the extent permitted under applicable law, UpToDate may collect information regarding queries submitted through the Licensed Content, content reviewed, and other uses of the Licensed Content by Licensee and Authorized Users; provided, however, such information will be de-

identified and collected in the aggregate so as not to identify individual customers. Licensee agrees that UpToDate owns such de-identified and aggregated information collected.

3. TERM AND TERMINATION.

3.1 Term. This Agreement is effective throughout the Term unless earlier terminated in accordance with the provisions herein. The Initial Term is as set forth in Section C of Exhibit 1. Thereafter, unless otherwise set forth in Section C of Exhibit 1, this Agreement automatically renews for successive Renewal Terms until terminated according to the terms herein. Either party may provide written notice to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Term stating its intent to terminate this Agreement and such termination is effective as of the end of the Initial Term or Renewal Term as may be applicable. If no such notice is given, this Agreement automatically renews and continues in full force.

3.2 Termination. Either party may terminate this Agreement (a) upon material breach by the other party of any term of this Agreement unless the breach is cured, if capable of cure, within thirty (30) days of receipt of written notice from the non-breaching party setting forth the alleged breach in reasonable detail, except the cure period is fourteen (14) days for breach of Section 4 or Section 5 of this Agreement; or (b) at any time thereafter if the other party (i) becomes unable to pay its debts as they become due; (ii) ceases to do business as a going concern; (iii) makes an assignment for the benefit of creditors; (iv) files a petition in bankruptcy or proceedings in bankruptcy are instituted against it and are not dismissed in thirty days; or (v) has a receiver, trustee, administrator or similar person appointed over its assets.

3.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason, the right to use the Licensed Content granted hereunder terminates. Licensee shall (a) immediately cease all use of the Licensed Content; (b) take such steps as are necessary to prohibit further use of the Licensed Content, including by Authorized Users; and (c) if requested by UpToDate, furnish a written description of the steps taken. Within thirty days of expiration or termination of this Agreement, Licensee shall remove the Licensed Content from Licensee's computer system, if so installed, and, at UpToDate's option, either return to UpToDate or destroy all copies of the

Licensed Content, in whole and in part, in Licensee's possession or under its control and, if so requested by UpToDate, deliver to UpToDate a certificate executed by an officer of Licensee attesting to the return or destruction. If required by law or a regulatory agency, Licensee may retain data from the Licensed Content for archival purposes only if the data was derived in accordance with the Permitted Use.

3.4 Survival. The provisions of this Agreement that by their nature are intended to survive expiration, non-renewal, rescission, or termination of this Agreement shall do so, including: (a) Licensee's obligation to pay all License Fees; and (b) Section 1; Section 2.5; Section 2.7; Section 2.8; Section 2.10; Section 2.11; Section 3.3; Section 3.4; Section 4.1; Section 4.2; Section 4.3; Section 4.4; Section 4.6; Section 4.7; and Section 5 through Section 9.

4. LICENSE FEES AND PAYMENT TERMS.

4.1 Payment Terms; Enforcement Expenses.

Licensee shall pay the License Fees to UpToDate. UpToDate will send invoices to Licensee reflecting the License Fees due to UpToDate. Licensee shall pay all invoices within thirty (30) days of the date of invoice. Payment to UpToDate shall be made in U.S. currency. All currency conversions required under this Agreement will be made at the official rate of exchange for purchases of U.S. dollars on the date of payment to UpToDate. Licensee agrees to pay any transfer fees levied by the transfer agent if Licensee elects to pay by electronic transfer. Following notice to Licensee and a cure period as set forth in Section 3.2, UpToDate may terminate this Agreement and license hereunder if a payment due is not paid in full when due. If any payment due under this Agreement is not paid in full when due, UpToDate also may immediately suspend all access to the Licensed Content (including during any cure period and including access to any Authorized User or other Licensee pursuant to any Distributor Addendum or Value Added Distributor Addendum to this Agreement) while such payment obligation remains outstanding, in addition to (and not in limitation of) all other rights and remedies available to UpToDate. Licensee agrees to pay all costs and expenses incurred by UpToDate as a result of UpToDate's attempts to collect fees or otherwise enforcing the terms of this Section 4, including reasonable attorney fees, alternative dispute resolution expenses, appellate costs, and settlement expenses.

4.2 Annual Fees. License Fees based on an annual

fee, if any, are due to UpToDate on the Effective Date and each year thereafter on the anniversary of the Effective Date.

4.3 Use Fees. If applicable, License Fees based on usage, a count, or a metric that may change (e.g., number of end users, searches, views, prescriptions filled, claims processed, number of members, licensed beds, etc.), if any, will be reported by Licensee to UpToDate as described in an applicable exhibit to this Agreement. If not otherwise specified in Exhibit 1, such fees based on usage are assessed and due annually and are cumulative during the Fee Term. Licensee will report such usage, count, or metric by accurate and timely reporting to UpToDate signed by an authorized officer of Licensee, or as otherwise set forth in Exhibit 1. Such form may be furnished electronically by UpToDate. Should there be any discrepancy between amounts due to UpToDate pursuant to this Agreement and the payments actually made to UpToDate, Licensee shall remit the amount of such discrepancy to UpToDate promptly upon discovery of the discrepancy.

4.4 Maintenance of Records; Audit. If Licensee is required to report any data upon which License Fees are based, then during the Term and a period of three (3) years thereafter, Licensee shall maintain complete and accurate records with respect to use of the Licensed Content. During normal business hours, no more often than once per calendar quarter during the Term and once during the three (3) year period thereafter, and upon reasonable notice, UpToDate or its designated representative may review those Licensee records and all other books and records of Licensee reasonably necessary to confirm that fees paid to UpToDate are correct and Licensee has complied with all of the terms of this Agreement. UpToDate may audit records for the current Fee Term and the preceding three (3) Fee Terms if the audit is conducted during the Term of this Agreement, or for the last three (3) Fee Terms if the audit is conducted after the expiration or termination of this Agreement. Licensee shall provide access to its facilities and provide knowledgeable personnel to accurately and timely answer UpToDate's inquiries. No charges or fees shall be assessed to UpToDate by Licensee for such access and cooperation. Any review shall be conducted so as not to unreasonably interfere with Licensee's business. Public records may also be considered as part of the review. If a review uncovers errors or variations resulting in an underpayment of

amounts due of five percent or more for the period subject to the review, Licensee shall, in addition to reimbursing any underpayment, pay to UpToDate the reasonable costs of the review incurred by UpToDate.

4.5 Renewal Fees. Unless otherwise set forth in Exhibit 1, License Fees shall remain fixed until the end of the first Fee Term. Effective thereafter, unless otherwise set forth in Exhibit 1, License Fees payable by Licensee may increase by up to six percent (6%) over the corresponding fees for the previous Fee Term. The effective date of such an increase shall be no less than twelve months since the Effective Date or since UpToDate last increased the fee to Licensee for that content or service.

4.6 Interest Charges. If payments due under this Agreement are not paid when due to UpToDate, UpToDate may charge interest from the date when such payment was first due at a rate of the lesser of one-and-one-half percent per month or the highest rate permissible under applicable law.

4.7 Taxes. Unless Licensee provides proof of tax-exempt status, Licensee shall pay all sales, use, value-added and other taxes assessed upon Licensee and the access to or use of the Licensed Content and Services, and other transactions hereunder, but not including taxes based on UpToDate's income. If, under applicable law, Licensee is required to withhold any tax on such payments, then the amount of the payment due will be automatically increased to totally offset such tax, so that the amount actually remitted to UpToDate, net of all taxes, equals the amount invoiced or otherwise due. Licensee will promptly furnish UpToDate with the official receipt of payment of these taxes to the appropriate taxing authority.

5. UPTODATE INTELLECTUAL PROPERTY.

5.1 Proprietary Property. Licensee agrees (a) the Licensed Content and the applicable processes, formulas, algorithms, system architecture, database schemas, and production methodology used in producing the Licensed Content and the Content are the proprietary property of UpToDate and/or its affiliates and/or UpToDate's licensors; and (b) the Licensed Content, including the Content, is protected by copyright, trade secret, and other intellectual property laws.

5.2 Disclosure. Licensee shall treat the Licensed Content as confidential. Licensee shall not share or disclose the Licensed Content to any individual or entity other than as set forth in Section 2.2 and the

Permitted Use. If Licensee receives a request to disclose the Licensed Content to a third-party not subject to this Agreement, Licensee shall promptly communicate such request to UpToDate for approval or disapproval. Any approval must be in the form of a written agreement or amendment to this Agreement executed by UpToDate and such new licensee.

5.3 Title. Licensee agrees that, as between UpToDate and Licensee, all right, title, and interest in and to the Licensed Content and all information and Content therein, including all copyrights and other intellectual property inherent therein or appurtenant thereto, are, and at all times shall remain, the sole and exclusive property of UpToDate, its affiliates or licensors. To the extent that Licensee acquires any rights to the Licensed Content or any portion thereof in a manner not set forth herein, Licensee agrees to execute, and to cause its representatives to execute, any assignment agreements or other instruments assigning, transferring, and conveying to UpToDate all right, title, and interest in and to the Licensed Content, including copyrights and other intellectual property, or to the extent such assignments are invalid, granting to UpToDate and its licensors the exclusive and perpetual license to such rights without any duty of attribution or accounting.

5.4 No Other Rights. Rights not expressly granted to Licensee are reserved to UpToDate. Neither Licensee nor Authorized Users have any implied rights in, or to use of, the Licensed Content; rather, all rights applicable to Licensee and Authorized Users are expressly set forth herein. Except for the limited license granted to Licensee herein, nothing in this Agreement confers any right, title, or interest in the Licensed Content, the Content or any information therein and no other right or license is granted to Licensee or Authorized Users hereunder, whether by estoppel or otherwise.

5.5 Equitable Relief. Licensee agrees that money damages would not be a sufficient remedy for any actual or threatened breach of the provisions of this Section 5 by Licensee or Authorized Users and that, in addition to all other remedies, UpToDate is entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and Licensee further agrees to waive, and to cause its directors, officers, employees, and agents to waive, any requirement for the proving of actual money damages or securing or posting of any bond or security in connection with such remedy.

6. DISCLAIMER OF WARRANTIES.

6.1 THE LICENSED CONTENT AND ANY SERVICES PROVIDED UNDER THIS AGREEMENT ARE FURNISHED BY UPTODATE AND ACCEPTED BY LICENSEE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION WHATSOEVER. UPTODATE, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS WITH RESPECT TO THE LICENSED CONTENT OR ANY SERVICES HEREUNDER, AND UPTODATE, ITS AFFILIATES AND LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED CONTENT, SERVICES, OR RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, SYSTEM AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE). UPTODATE DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY OBLIGATION TO OBTAIN AND INCLUDE ANY INFORMATION OTHER THAN THAT PROVIDED IN THE LICENSED CONTENT. BY MAKING THE LICENSED CONTENT AVAILABLE, UPTODATE IS NOT ENDORSING OR ADVOCATING THE USE OF ANY DATA OR INFORMATION DESCRIBED IN THE LICENSED CONTENT, NOR IS UPTODATE RESPONSIBLE FOR MISUSE OF CONTENT DUE TO, OR OTHER CONSEQUENCE OF, ANY TYPOGRAPHICAL ERROR OR OTHER INACCURACY. ADDITIONAL INFORMATION ON ANY CONTENT MAY BE OBTAINED FROM THE MANUFACTURER. UPTODATE DOES NOT WARRANT THAT THE LICENSED CONTENT OR SERVICES WILL MEET LICENSEE'S OR ITS AUTHORIZED USERS' REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. NO UPTODATE EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES, CONDITIONS OR LIMITATIONS CONTAINED IN THIS AGREEMENT.

6.2 UPTODATE RECEIVES DATA AND INFORMATION FROM MANY INDEPENDENT

SOURCES, INCLUDING DRUG MANUFACTURERS, RESEARCH INSTITUTIONS, HOSPITALS AND GOVERNMENT AGENCIES. UPTODATE CANNOT, AND DOES NOT, INDEPENDENTLY REVIEW, VERIFY, TEST, INVESTIGATE OR SUBSTANTIATE ANY OF THE CONTENT DESCRIPTIONS OR OTHER CONTENT FOR CORRECTNESS, ACCURACY, TIMELINESS OR COMPLETENESS, INCLUDING WITH RESPECT TO ANY CONTENT DESCRIPTIONS, PRICES, OR INFORMATION CONCERNING MEDICAL DEVICES, AND DISCLAIMS ALL RESPONSIBILITY FOR ANY ERRORS THEREIN AND FOR ANY ADVERSE CONSEQUENCES RESULTING THEREFROM. IN ADDITION, THE LICENSED CONTENT MAY NOT NECESSARILY COVER ALL POSSIBLE USES, DIAGNOSES, TREATMENT OPTIONS, DIRECTIONS, PRECAUTIONS, DRUG INTERACTIONS, DOSAGE LIMITATIONS, LOCAL PRACTICES, OR ADVERSE EFFECTS APPLICABLE TO A PARTICULAR DRUG OR TREATMENT OR A PARTICULAR PATIENT. ALTHOUGH THE CONTENT COVERS A WIDE RANGE OF PRESCRIPTION AND NON-PRESCRIPTION DRUGS, IT DOES NOT INCLUDE ALL DRUGS, VACCINES, DEVICES AND DIAGNOSTIC AGENTS. ACCORDINGLY, AND WITHOUT LIMITING THE FOREGOING, THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION IS NOT AN INDICATION THAT THE DRUG, DOSAGE, OR DRUG COMBINATION IS SAFE, APPROPRIATE, OR EFFECTIVE FOR ANY PARTICULAR PATIENT. MOREOVER, THE LICENSED CONTENT THAT MAY BE PROVIDED TO LICENSEE OR ITS AUTHORIZED USERS MAY PROVIDE USEFUL INFORMATION ABOUT MEDICATIONS, BUT THE LICENSED CONTENT IS LIMITED AND MAY BE CONFUSING TO CERTAIN PATIENTS WHEN NOT INTERPRETED BY A HEALTHCARE PROFESSIONAL. THE LICENSED CONTENT IS NOT INTENDED, AND LICENSEE AGREES NOT TO RELY ON, AND AGREES TO INSTRUCT AUTHORIZED USERS NOT TO RELY ON THE LICENSED CONTENT, AS A SUBSTITUTE FOR THE KNOWLEDGE, EXPERTISE, SKILL, VERBAL COUNSELING, PHYSICAL DEMONSTRATION OF AN ADMINISTRATION TECHNIQUE, OR JUDGMENT OF PHARMACISTS, PHYSICIANS, OR OTHER HEALTHCARE PROFESSIONALS IN PATIENT CARE.

6.3 UPTODATE MAKES NO WARRANTY THAT THE LICENSED CONTENT SATISFIES GOVERNMENT REGULATIONS REQUIRING DISCLOSURE ABOUT PRESCRIPTION DRUG PRODUCTS OR THAT ANY

CODES, PRICES, OR OTHER DATA CONTAINED IN THE LICENSED CONTENT ARE ACCURATE, IT BEING UNDERSTOOD THAT THE INFORMATION REFLECTING PRICES IS NOT QUOTATION OR AN OFFER TO SELL OR PURCHASE AND DOES NOT NECESSARILY REPRESENT THE ACTUAL PRICES CHARGED OR PAID IN A SINGLE TRANSACTION OR GROUP OF TRANSACTIONS. LICENSED CONTENT MAY BE PROVIDED WITH THIRD PARTY PLUG-INS OR OTHER THIRD PARTY SOFTWARE, OR MAY BE PROVIDED AS A PLUG-IN FOR, OR OTHERWISE IN ASSOCIATION WITH, THIRD PARTY SOFTWARE. USE OF ANY SUCH THIRD PARTY SOFTWARE WILL BE GOVERNED BY THE APPLICABLE LICENSE AGREEMENT, IF ANY, WITH SUCH THIRD PARTY. UPTODATE, ITS AFFILIATES AND LICENSORS ARE NOT RESPONSIBLE FOR ANY THIRD PARTY SOFTWARE AND WILL HAVE NO LIABILITY OF ANY KIND FOR LICENSEE'S OR ITS AUTHORIZED USERS' USE OF SUCH SOFTWARE AND MAKE NO WARRANTIES WITH RESPECT THERETO.

6.4 LICENSEE ACKNOWLEDGES THAT ACCESS TO THE LICENSED CONTENT MAY BE SUBJECT TO DELAYS, LATENCY ISSUES, AND LIMITATIONS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT UPTODATE IS NOT RESPONSIBLE FOR ANY OF THE FOREGOING ISSUES OR DAMAGES ARISING FROM SUCH PROBLEMS. AT TIMES, ACTIONS OR INACTIONS BY THIRD PARTIES PROVIDING INTERNET SERVICE, INCLUDING HOSTING COMPANIES ENGAGED BY UPTODATE, MAY AFFECT, IMPAIR OR DISRUPT INTERNET CONNECTIONS AND UPTODATE'S ON-LINE OFFERINGS. UPTODATE DOES NOT GUARANTY THAT SUCH EVENTS WILL NOT OCCUR AND DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM SUCH EVENTS, USE OF OR ACCESS TO THE LICENSED CONTENT OR THAT USE OF THE LICENSED CONTENT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS ONCE THE LICENSED CONTENT LEAVES UPTODATE'S CONTROL.

6.5 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY AND LICENSEE MAY HAVE OTHER LEGAL RIGHTS RELATED TO THIS AGREEMENT THAT MAY VARY BY JURISDICTION.

7. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANYTHING IN THIS

AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL UPTODATE, ITS AFFILIATES, OR LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO LICENSEE, ITS AUTHORIZED USERS OR ANY THIRD PARTY WHOSE CLAIM IS RELATED TO THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, (A) FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE APPLICABLE ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY CLAIMS, DAMAGES OR COSTS OF ANY NATURE IN EXCESS OF THE LICENSE FEES PAID BY LICENSEE TO UPTODATE DURING THE TWELVE MONTHS PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY AND THE DISCLAIMERS SET FORTH IN SECTION 6 ARE INDEPENDENT OF ANY REMEDIES SET FORTH HEREIN AND WILL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. BOTH PARTIES ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS A MATERIAL PART OF THE CONSIDERATION PROVIDED BY THE OTHER PARTY IN EXCHANGE FOR THE RIGHTS IT HAS BEEN GRANTED UNDER THIS AGREEMENT.

8. INDEMNIFICATION.

8.1 Intellectual Property Infringement.

UpToDate shall defend, indemnify and hold harmless Licensee, and its officers, directors, employees, contractors and agents, from and against any final judgment of liability from a third party claim against Licensee that the Licensed Content (excluding Third Party Materials) as provided to Licensee hereunder (but not to the extent of any modifications thereto by Licensee or its Authorized Users) infringes any valid copyright, unless such claim arises from and to the extent of (a) the combination or use of the Licensed Content, the information contained therein, or results derived therefrom with any software, data, information or materials not furnished by UpToDate; (b) the use of the Licensed Content, the information contained therein, or results derived therefrom other than as permitted hereunder; or (c) any modifications

to the Licensed Content, the information contained therein (including the Content), or results derived therefrom by any individual or entity other than UpToDate. Regarding all claims that Third Party Material infringes a third party's intellectual property rights, UpToDate's sole obligation hereunder shall be to use commercially reasonable efforts to procure for any indemnified party hereunder the benefits of the indemnity, if any, that UpToDate may have received from the provider of such material. If the Licensed Content becomes or, in UpToDate's opinion, may become, the subject of any claim of infringement, then UpToDate may, in its sole discretion and at its expense, (a) procure the right for Licensee to continue using such Licensed Content; (b) modify the Licensed Content to render them non-infringing; or (c) replace the Licensed Content with reasonably equivalent non-infringing content. If none of the foregoing is commercially practicable, either party may terminate this Agreement. THIS SECTION SETS FORTH UPTODATE'S ENTIRE LIABILITY, AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT CLAIMS RELATING TO THE LICENSED CONTENT.

8.2 Other Third Party Claims. Except with respect to third party claims for which Licensee is entitled to indemnification pursuant to Section 8.1 above, Licensee shall defend, indemnify and hold harmless UpToDate and its affiliates, and their respective officers, directors, employees, contractors and agents, from and against all claims, damages, liabilities, and expenses (including reasonable attorneys' fees and court costs) arising out of, connected with, or resulting in any way from any third party action, claim, or any other assertion of legal right (including by a government entity) even if the Claim is groundless, fraudulent, or false, in connection with, resulting from, arising out of, or relating to, Licensee's or Authorized Users' (a) use of the Licensed Content, (b) provision of any Content to patients or others, (c) unauthorized modification made to the Licensed Content, or as relevant, (d) implementation of any User Control (as defined in Section 2.14.1 of this Agreement) mechanisms. If Licensee is a governmental entity subject to statutory limitations that apply to this Section 8, Licensee shall provide the indemnifications to the full extent permitted by the statutory limitations.

8.3 Indemnification Procedures. In the event of an action subject to indemnification hereunder (a

"Claim"), the party entitled to indemnification (the "Indemnified Party") shall provide written notice to the party obligated to provide indemnification hereunder (the "Indemnifying Party") in a timely manner after the Indemnified Party receives actual notice of the existence of a Claim. The Indemnifying Party shall have the right, at its expense, to employ counsel reasonably acceptable to the Indemnified Party to defend the Claim, and to compromise, settle or otherwise dispose of the Claim; provided, however, that no compromise or settlement of any Claim admitting liability of or imposing duties or restrictions upon the Indemnified Party may be effected without the prior written consent of the Indemnified Party, which will not be unreasonably withheld, conditioned or delayed. The Indemnified Party will cooperate in such action by making available to the Indemnifying Party, at the Indemnifying Party's expense, records reasonably necessary for the defense of the Claim. If the Indemnifying Party does not avail itself of the opportunity to defend or otherwise dispose of the Claim within thirty days after receipt of notice thereof (or such shorter time as may be specified in the notice if the circumstances so dictate), the Indemnified Party may investigate, defend, settle or otherwise dispose of the Claim.

9. GENERAL PROVISIONS.

9.1 Exhibits. If an Addendum or exhibit is attached to this Agreement, it is incorporated by reference. In the event of ambiguity or conflict as to terms set forth herein, explicit terms set forth in an Addendum or exhibit control.

9.2 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and supersedes prior letters of intent, trial licenses, quotes, proposals, negotiations, representations, or understandings, whether written or oral, with respect to the subject matter hereof. The terms of a purchase order or similar instrument issued by Licensee will not amend, supersede, or otherwise affect the terms of this Agreement. This Agreement may not be amended unless such amendment is in writing, states it is an amendment to this Agreement, and is signed by authorized representatives of all parties to this Agreement.

9.3 Waivers; Remedies. Failure of a party to enforce a provision of this Agreement is not a waiver of such provision or of the right of the party thereafter to enforce the provision. Remedies provided for in this Agreement or available at law are

cumulative. Election of one or more remedies is not a waiver of other available remedies.

9.4 Assignment; No Third-Party Beneficiary.

Neither this Agreement nor the rights granted hereunder may be assigned, in whole or in part, voluntarily or by action of law, by Licensee without the prior written consent of UpToDate. Licensee's duties may not be delegated by Licensee, voluntarily or by action of law, in whole or in part, without the prior written consent of UpToDate. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person or entity other than the express parties to this Agreement.

9.5 Independent Contractor. The parties are independent contractors and this Agreement does not make either party the employee, agent, partner, or representative of the other for any purpose. Neither party is granted any authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party.

9.6 Governing Law. This Agreement will be governed in all respects by the laws of the state of New York, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in state or federal court located in Manhattan in New York City, New York. Each party waives, to the fullest extent permitted by law, (a) any objection which it may now or later have to the laying of venue of any action or proceeding arising out of or relating to this Agreement brought in any state or federal court located in Manhattan in New York City, New York; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

9.7 Notice. Except as otherwise set forth herein, notices, demands and approvals given under this Agreement shall be in writing and delivered in person, via certified mail, or recognized same-day or overnight courier, addressed as set forth on the signature page below. If no address for Licensee is set forth on the signature page, the address for notice to Licensee shall be the address set forth in Section A of Exhibit 1. Either party may change its address for notices and authorizations by giving written notice of the new address to the other party as provided herein. Such notice or authorization is deemed received upon the

earlier of (a) actual receipt by the other party, or (b) on (i) the date of transmission if sent by same-day courier, or (ii) on the business day after the date of transmission. Such notice or authorization is deemed received upon the earlier of (a) actual receipt by the other party; or (b) on (i) the date of transmission if sent by same-day courier; or (ii) on the business day after the date of transmission if sent by recognized overnight courier.

9.8 Interpretation; Counterparts. Section headings are given for convenience only and do not limit the applicability or affect the meaning of any provision. The use of "including" means "including but not limited to". The word "and" includes "or" and vice versa. References to days are to calendar days, not business days. The parties contributed equally to the drafting of this Agreement and this Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such document to be drafted. If any provision of this Agreement or its application to particular circumstances is found by a court to be invalid or unenforceable, that provision (or its application to those circumstances) shall be deemed stricken and the remainder of this Agreement (and the application of that provision to other circumstances) shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties. The severed provision will be replaced with a provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable; provided, a finding by a court that Licensee's obligation to pay fees under Section 4 is to be severed from this Agreement terminates this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9.9 Force Majeure. Neither party to this Agreement shall be liable nor deemed in default for any delay or failure in performance under this Agreement during such period of delay or failure resulting from acts of nature or God, civil or military authority, acts of the public enemy, terrorism, war, fires, explosions, earthquakes, hurricanes, floods, vandalism, labor strikes, epidemics, embargo, widespread Internet service outages, failure of a World Wide Web hosting service, telecommunications disruptions, or any cause beyond the reasonable

control of the party affected thereby. Each party shall utilize good faith efforts to perform its obligations under this Agreement in the event of any such occurrence. Force Majeure does not include the financial difficulties of a party.

9.10 Export Controls. Licensee acknowledges that the Licensed Content and all related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations. Licensee will (a) comply strictly with all legal requirements established under these controls, (b) cooperate fully with UpToDate in any official or unofficial audit or inspection that relates to these controls, and (c) not export, re-export, divert or

transfer, directly or indirectly, any such item or direct content thereof to Cuba, Iran, North Korea, Syria, Sudan, or any additional country that is embargoed by Executive Order or any economic sanctions program, unless Licensee has obtained prior written authorization of UpToDate, the U.S. Commerce Department and the Office of Foreign Assets Control, U.S. Department of the Treasury. Upon notice to Licensee, UpToDate may modify this list to conform to changes in the foregoing regulations.

9.11 Authorization. Each party represents that it has taken all requisite action to approve execution and performance of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, UpToDate and Licensee have caused this Agreement to be executed by their duly authorized representatives identified below.

UpToDate, Inc.

SOTEVirtuaalikirjasto Oy

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

Address for Notice:

Address for Notice:

UpToDate, Inc

SOTEVirtuaalikirjasto Oy

230 Third Avenue.

C/O Malski Office Päijänteenkatu 9 A 2

Waltham, MA 02451 U.S.A.

Lahti, 151 40 Finland

Attention: Jim Prendergast,

Director of Global Contracts and Order Management

Clinical Effectiveness

EXHIBIT 1: Licensed Content and Services Schedule

EXHIBIT 1

Licensed Content and Services Schedule

- A. Licensee Information.
Licensee Name: SOTEVirtuaalikirjasto Oy
Street Address: C/O Malski Office Päijänteentkatu 9 A 2
City/State/Zip: Lahti, 151 40
- B. Effective Date June 1, 2021
- C. Initial Term. Four (4) year Initial Term and successive one (1) year Renewal Terms.
- D. Licensed Content. The following UpToDate data and information constitute the Licensed Content:

Web Hosted Application:
Lexicomp Online with AHFS
Lexicomp Online Components:
Formulary Decision Support Module
Lexicomp Mobile Application:
Lexi-SELECT
Content Integration :
Integrated Lexicomp
- E. Permitted Use.

E.1 UpToDate grants to Licensee a limited, non-exclusive, non-transferable license to provide Licensee's Authorized Users access to the Licensed Content at the following location(s). Such access by Licensee shall be solely in the course of its professional operations and for Licensee's internal use only.
- | | |
|---|--|
| Itä-Savon sairaanhoitopiiriin kuntayhtymä Sosteri Keskussairaalantie 6 Savonlinna, Etela-Savo 57120 Finland | Vaasan sairaanhoitopiiri Hietalahdenkatu 2-4 Vaasa, Pohjanmaa 65100 Finland |
| Kainuun sosiaali- ja terveydenhuollon kuntayhtymä, Kainuun sote Sotkamontie 13 Kajaani, 87300 Finland | Ålands hälso- och sjukvård Ålands hälso- och sjukvård Mariehamn, AX-22111 Finland |
| Lapin sairaanhoitopiiri Ounasrinteentie 22 Rovaniemi, Lappi 96400 Finland | Etelä-Karjalan sosiaali- ja terveyspiiri Eksote Valto Käkelän katu 3 Lappeenranta, Etela-Karjala 53101 Finland |

Etelä-Savon sosiaali- ja
terveyspalvelut Essote
Maaherrankatu 9-11
Mikkeli, Etela-Savo 50100
Finland

Keski-Pohjanmaan sosiaali- ja
terveyspalvelukuntayhtymä Soite
Mariankatu 16-20
Kokkola, Keski-Pohjanmaa 67200
Finland

Kymsote, Kymenlaakson
sairaanhoito ja sosiaalipalvelujen
kuntayhtymä
Kotkantie 41
Kotka, 48210
Finland

Kanta-Hämeen sairaanhoitopiiri
Ahvenistontie 20
Hämeenlinna, Kanta-Hame 13530
Finland

Etelä-Pohjanmaan sairaanhoitopiiri
Hanneksenrinne 7
Seinäjoki, Etela-Pohjanmaa 60220
Finland

Päijät-Hämeen hyvinvointiyhtymä
Keskussairaalankatu 7
Lahti, Päijät-Hame 15850
Finland

Keski-Suomen sairaanhoitopiiri
Tieteellinen kirjasto
Jyväskylä, Keski-Suomi 40620
Finland

Siun sote, Pohjois-Karjalan sosiaali-
ja terveyspalvelujen kuntayhtymä
Tikkamäentie 16
Joensuu, Pohjois-Karjala 80210
Finland

Satakunnan sairaanhoitopiiri
Saitraalantie 3
Pori, Satakunta 28500
Finland

Kouvola Healthcare Center
Marjoniementie 10
Kouvola, Kymenlaakso 45100
Finland

Katajajarju Healthcare Center
Puhjontie 17
Kuusankoski, Kymenlaakso 45720
Finland

SOTEVirtuaalikirjasto Oy
c/o Malski Office Päijänteentä 9
A 2
Lahti, 151 40
Finland

Keltakangas Healthcare Center
Sairaalankaari 15 A
Keltakangas, Kymenlaakso 46860
Finland

Korian Healthcare Center
Kyminasemantie 10 A
Koria, Kymenlaakso 45610
Finland

Elimäki Healthcarecare Center
Kiviaidantie 1
Elimäki, Kymenlaakso 47200
Finland

Valkeala Healthcare Center
Keskitie 19
Valkeala, Kymenlaakso 45370
Finland

Karhula Health Center
Vesivallantie 18
Kotka, Kymenlaakso 48600
Finland

Hamina Healthcare Center
Reutsinkatu 1
Hamina, Kymenlaakso 49400
Finland

Länsi-Kotkan Health Center
Taruraitti 2
Kotka, Kymenlaakso 48350
Finland

Pyhtän sosiaali- ja terveysterveyskeskus
Järventie 14
Siltakylä, Kymenlaakso 49220
Finland

Jaala Healthcare Center
Keskuskaari 1 B
Jaala, Kymenlaakso 47710
Finland

Northern Kymi Central Hospital /
Poks
Sairaalankuja 3 C
Sairalamäki, Kymenlaakso 45750
Finland

Kotkansaari Health Center
Keskuskatu 30
Kotka, Kymenlaakso 48100
Finland

Violahti Healthcare Center
Itätie 13
Violahti, Kymenlaakso 49900
Finland

Miehikkala Healthcare Center
Keskustie 1 A
Miehikkälä, Kymenlaakso 49700
Finland

F. License Fees.

License Fees for each year of the Initial Term are as follows:

Year 1: \$9,995.00 USD
Year 2: \$36,730.00 USD
Year 3: \$51,422.00 USD
Year 4: \$53,933.00 USD

Licensee will be invoiced at the beginning of each year. License Fees must be paid within thirty (30) days of invoicing in accordance with Section 4.1 of the Agreement through the details/bank account information provided on the invoice.

G. Additional Terms and Conditions. The following terms and conditions are incorporated into the Agreement:

G.1 "Licensed Beds" means facility beds that are licensed and physically available for which staff is on hand to attend to the patient that occupies the bed; the term includes beds that are occupied and those that are temporarily vacant.

G.2 Annual License Fees set forth in Section F. of Exhibit 1 are based upon Licensee's count of 4,584 Licensed Beds. Additional fees may be due if the number of Licensed Beds increases.