

Contract No.: 00026097

May 19, 2021

SOTEVirtuaalikirjasto Oy
c/o Malski Office Päijänteenkatu 9 A 2
Lahti, 15140
Finland

Dear Ladies and Gentlemen,

This letter (the "Letter") and the attached Subscription and License Terms set forth in Exhibit A set out the terms and conditions on which UpToDate, Inc. ("UpToDate") will supply SOTEVirtuaalikirjasto Oy ("You" or "Your") with a subscription to *UpToDate Anywhere*, including the UpToDate® online database, software and user documentation ("*UpToDate Anywhere*") and a subscription to the *UpToDate Advanced* add-on component ("*UpToDate Advanced*"). Your subscription will be for an initial period of 4 years (the "Term") commencing on June 1, 2021. UpToDate Anywhere and, only to the extent subscribed for and subject to a valid subscription hereunder, UpToDate Advanced, are referred to herein as the "Licensed Materials". Capitalized terms may be defined in this letter or in the attached Terms; together, the letter and the Terms are defined as the "Agreement".

Subscription Fees: The 4 year Subscription Fee for Your *UpToDate Anywhere* license with the *UpToDate Advanced* add-on materials are as follows:

	Total†
Year 1 – June 01, 2021 through May 31, 2022	\$559,697.00 USD
Year 2 – June 01, 2022 through May 31, 2023	\$587,682.00 USD
Year 3 – June 01, 2023 through May 31, 2024	\$631,758.00 USD
Year 4 – June 01, 2024 through May 31, 2025	\$663,346.00 USD

†Plus tax where applicable

Any facilities added to or subtracted from the Designated Sites will be incorporated at the then-current pricing.

Notwithstanding the stated Term above, You may cancel your subscription to *UpToDate Advanced* on any anniversary of the Start Date by providing UpToDate with written notice of such cancellation at least 30 days prior to the applicable Start Date anniversary. You must have a valid Subscription to *UpToDate Anywhere* in order to subscribe for *UpToDate Advanced*, and You may not cancel Your subscription to *UpToDate Anywhere* except as provided in the Terms.

The Subscription Fees for each Year in the pricing schedule above must be paid within 30 days of the start date of each respective Year. After the final Year of the pricing schedule, the Subscription Fees will be re-evaluated. This quote is valid for 60 days from the date of this letter and is confidential.

License to Use the Licensed Materials: For the above Subscription Fees, UpToDate will grant Your Authorized Users access to use the Licensed Materials on the terms set forth in this Agreement. This subscription allows Your Authorized Users to Access the Licensed Materials as follows:

- While physically located at the Designated Site(s) via the IP Address(es) or Security agent(s) listed below;
- Via Your password authenticated system(s) as identified to UpToDate, which will in turn pass UpToDate a unique identifier; and
- Authorized Users have the option to establish a username and password with UpToDate. Once established, a username and password allows the Authorized User to Access Licensed Materials from any Internet-enabled device including desktop computers, laptops, and mobile devices such as the iPhone and Android devices, regardless of Authorized User's location, subject to Registration and Re-verification.

Confirmation of Your Information

The operating statistics on which UpToDate based the Subscription Fees are:

Institution	Clinicians	Residents
SOTEVirtuaalikirjasto Oy	1,667	450
Total	1,667	450

Designated Sites

Itä-Savon sairaanhoitopiirin kuntayhtymä Sosteri
Keskussairaalan tie 6
Savonlinna, Etelä-Savo 57120
Finland

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

Ålands hälso- och sjukvård
Ålands hälso- och sjukvård
Mariehamn, AX-22111
Finland

Etelä-Karjalan sosiaali- ja terveyspiiri Eksote
Valto Käkelän katu 3
Lappeenranta, Etelä-Karjala 53101
Finland

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

Vaasan sairaanhoitopiiri
Hietalahdenkatu 2-4
Vaasa, Pohjanmaa 65100
Finland

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

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

Kainuun sosiaali- ja terveydenhuollon kuntayhtymä,
Kainuun sote
Sotkamontie 13
Kajaani, 87300
Finland

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

Lapin sairaanhoitopiiri
Ounasrinteentie 22
Rovaniemi, Lappi 96400
Finland

Päijät-Hämeen hyvinvointiyhtymä
Keskussairaalan katu 7
Lahti, Päijät-Häme 15850
Finland

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

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

Satakunnan sairaanhoitopiiri
Saitraalantie 3
Pori, Satakunta 28500
Finland

Keltakangas Healthcare Center
Sairaalankaari 15 A
Keltakangas, Kymenlaakso 46860
Finland

Karhula Health Center
Vesivallintie 18
Kotka, Kymenlaakso 48600
Finland

Valkeala Healthcare Center
Keskintie 19
Valkeala, Kymenlaakso 45370
Finland

Katajajarju Healthcare Center
Puhjontie 17
Kuusankoski, Kymenlaakso 45720
Finland

Elimäki Healthcare Center
Kiviaidantie 1
Elimäki, Kymenlaakso 47200
Finland

Korian Healthcare Center
Kyminasemantie 10 A
Koria, Kymenlaakso 45610
Finland

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

IP Addresses

212.116.52.128 - 212.116.52.191
213.143.171.224 - 213.143.171.224
212.116.51.64 - 212.116.51.127
213.143.162.0 - 213.143.162.255
212.116.53.128 - 212.116.53.255
213.143.181.0 - 213.143.181.255

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

Hamina Healthcare Center
Reutsinkatu 1
Hamina, Kymenlaakso 49400
Finland

Kouvola Healthcare Center
Marjonientie 10
Kouvola, Kymenlaakso 45100
Finland

Jaala Healthcare Center
Keskuskaari 1 B
Jaala, Kymenlaakso 47710
Finland

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

Virolahti Healthcare Center
Itätie 13
Virolahti, Kymenlaakso 49900
Finland

Kotkansaari Health Center
Keskuskatu 30
Kotka, Kymenlaakso 48100
Finland

Miehikkala Healthcare Center
Keskustie 1 A
Miehikkälä, Kymenlaakso 49700
Finland

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

212.116.60.0 - 212.116.60.255
212.116.62.128 - 212.116.62.159
212.116.62.50 - 212.116.62.62
213.143.167.8 - 213.143.167.8
212.116.62.93 - 212.116.62.93
213.143.171.196 - 213.143.171.196

212.116.62.211 - 212.116.62.211
213.138.132.145 - 213.138.132.145
194.110.181.1 - 194.110.181.1
143.51.117.137 - 143.51.117.137
82.215.199.10 - 82.215.199.10
45.88.44.1 - 45.88.44.3
195.236.107.4 - 195.236.107.4
213.143.187.249 - 213.143.187.249
213.143.172.0 - 213.143.172.255
213.143.173.0 - 213.143.173.255
213.143.176.160 - 213.143.176.223
193.106.11.220 - 193.106.11.220
213.143.174.0 - 213.143.174.255
213.143.176.0 - 213.143.176.127
82.197.3.112 - 82.197.3.112
82.197.3.10 - 82.197.3.10
82.197.31.180 - 82.197.31.188
82.197.2.11 - 82.197.2.11
82.197.3.109 - 82.197.3.109
82.215.199.6 - 82.215.199.6
194.111.171.13 - 194.111.171.13
194.89.228.50 - 194.89.228.50
62.80.150.66 - 62.80.150.94
81.209.78.11 - 81.209.78.11
62.165.180.131 - 62.165.180.131
62.148.113.0 - 62.148.113.255
62.148.113.1 - 62.148.113.127
62.148.102.146 - 62.148.102.146

193.65.112.60 - 193.65.112.60
62.148.103.58 - 62.148.106.64
62.148.96.165 - 62.148.96.165
62.148.97.18 - 62.148.97.18
62.148.96.36 - 62.148.96.36
62.148.97.19 - 62.148.97.19
62.148.96.193 - 62.148.96.193
62.148.96.65 - 62.148.96.65
62.148.97.133 - 62.148.97.133
213.186.228.17 - 213.186.228.17
193.65.112.87 - 193.65.112.87
62.148.102.152 - 62.148.102.152
62.148.96.98 - 62.148.96.98
62.148.96.35 - 62.148.96.35
62.148.102.65 - 62.148.102.65
193.65.112.65 - 193.65.112.65
62.148.102.110 - 62.148.102.110
193.65.112.83 - 193.65.112.83
62.148.96.11 - 62.148.96.11
213.186.228.126 - 213.186.228.126
213.143.175.0 - 213.143.175.255
82.197.3.110 - 82.197.3.110
143.51.147.66 - 143.51.147.66
82.215.199.0 - 82.215.199.255
143.51.145.2 - 143.51.145.2
62.148.102.34 - 62.148.102.34
194.110.181.0 - 194.110.181.63
213.250.80.0 - 213.250.80.31

You represent and warrant that: (i) the operating statistics set forth above are accurate and complete figures; (ii) You have the technical capability to ensure that only Authorized Users may Access the Licensed Materials via the IP address(es) and/or UpToDate provided Security Agent(s) listed above; (iii) the IP Addresses above or UpToDate provided Security Agent(s) only provide Access to Authorized Users while Authorized Users are physically located at the Designated Site(s) and no other users will gain Access to the Licensed Materials through this subscription; and (iv) for the purposes of Registration and Re-verification the IP Addresses above or UpToDate provided Security Agent(s) are only accessible by Authorized Users.

Subscription Confirmation

To confirm Your acceptance of the terms in the Agreement, please sign this Letter in the space below and return it to us. Your subscription will be processed promptly and an executed copy will be returned to You.

We look forward to providing You with a subscription to the Licensed Materials. We are confident that Your clinicians will find the *UpToDate* Services to be practical and efficient tools with which to effectively manage clinical issues in practice.

Your account manager, Patrik Soremark, will call you shortly to answer any questions that you might have and to discuss the next steps.

Again, thank you for your interest in *UpToDate*.

Sincerely,



5/19/2021 2:01 PM

Finance – Contract Administration

UpToDate, Inc.

Accepted and Agreed to this 26 day of May, 2021 on behalf of SOTEVirtuaalikirjasto Oy.

By: Jari Ukkonen

Printed Name: Jari Ukkonen

Title: Managing Director
SOTEVirtuaalikirjasto Oy.

Accepted and Agreed to this _____ day of _____, 2021 on behalf of UpToDate, Inc.

By: _____

Printed Name: _____

Title: _____

UpToDate, Inc.

EXHIBIT A

UpToDate Anywhere Subscription - UpToDate, Inc. Subscription and License Terms

1. Definitions

"Access": Viewing, searching or displaying any page of the Licensed Materials, whether such pages are viewed by means of connection to a network or from storage in any storage medium.

"Agreement": These Subscription and License Terms and the attached quotation letter.

"Authorized Users": Physician staff, faculty, residents, nurses, librarians and other staff and medical professionals who are employed by Your organization or who provide medical services to patients at Your organization's facilities, any student affiliated with Your organization, and, to the extent that Your organization includes a publicly accessible physical library, individuals otherwise entitled to use Your library facilities, subject to "Authorized Access" below.

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UpToDate, in consideration of payment of the applicable Subscription Fees (as set forth in the Letter) and subject to the terms and conditions below, grants You a limited, revocable, non-exclusive, non-transferable license for Your Authorized Users to Access the Licensed Materials solely for the purpose of: (i) research and other scholarly activities; or (ii) providing diagnostic treatment or other medical services to patients, subject to the terms and conditions of this Agreement. You shall ensure that the Licensed Materials are Accessed only by Authorized Users affiliated with You for a purpose related to Your business.

In order to Access the Licensed Materials, Authorized Users must agree to the End User License Agreement (EULA). In the event of

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Access to the Licensed Materials will be provided to You for the Term, unless earlier terminated in accordance with this Agreement.

You have the right to terminate this Agreement if UpToDate materially breaches this Agreement and such breach is not cured within 30 days of UpToDate receiving written notice of such breach from You (the "Cure Period"). The end date of the Cure Period will become the effective date of termination and a pro-rated refund of the Subscription Fees actually paid by You for any remaining months of the subscription, from the effective day of termination to the normal end-date of the subscription period, will be provided to You.

UpToDate may terminate this Agreement if You or Your Authorized Users materially breach this Agreement and such breach is not cured within the Cure Period (15 days in the case of non-payment).

Upon termination or expiration of Your subscription, Your subscription and associated rights shall expire, unless You have renewed Your annual subscription on UpToDate's then-current terms. At the request of UpToDate following termination or expiration of the subscription, You shall promptly return or destroy any Licensed Materials and copies thereof in Your possession.

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You acknowledge that the Licensed Materials are for the use of the Authorized Users. Access by Authorized Users is permitted so long as Access occurs: (i) in the confines of a Designated Site (as designated in the Letter); or (ii) via Your password authenticated system(s) as identified to UpToDate, which will in turn pass UpToDate a unique identifier; or (iii) from any location, provided such access occurs by means of the Authorized User entering his/her username and password. Use of the Licensed Materials by non-Authorized Users is expressly forbidden. Users of public libraries at the Designated Sites are only Authorized Users while physically present at the library.

5. Verified IP Addresses

You warrant that the IP address(es) provided by You to UpToDate and any UpToDate provided Security Agent(s) herein allow Access to the Licensed Materials by the aforementioned

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6. Audit

You agree that UpToDate may audit Your use of the Licensed Materials for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Licensed Materials by You that is in violation of the terms of the Agreement, You shall reimburse UpToDate for all reasonable expenses related to such audit.

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The Licensed Materials are hosted by a Tier 1 service provider which guarantees that the site will be operational at least 99.5% of the time. However, technical failures, routine maintenance

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Neither party shall be liable, or considered in default, under this Agreement for delays or failures of performance caused by circumstances beyond the party's reasonable control, provided each party immediately provides notice to the other and does everything reasonably possible to resume its performance.

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You may not allow or facilitate any Access to the Licensed Materials by any persons who are not Authorized Users. Access by 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 Licensed Materials by users within Your organization who are not Authorized Users. You and Your registered Authorized Users may not transfer or share Access, usernames, or passwords with anyone. You shall not attempt to defeat or circumvent any system designed to protect Access to UpToDate.

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You may not sublicense, assign, share, sell, rent, lease, or otherwise transfer this Agreement or the right to use the Licensed Materials.

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UpToDate does not collect any individually identifiable health information from You. UpToDate, Inc. is not a covered entity or

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UpToDate reserves the right to track and collect for its internal purposes personal information about Authorized Users of UpToDate, including without limitation: the URL that the user has come from (whether this URL is on its Website or not), the URL the user goes to next (whether this URL is on its Website or not), the Internet browser that is being used, the type of operating system used, the Authorized User's location, and the Authorized User's IP address. An Authorized User's IP address may be used for system administration purposes and to track a user's session, in order to give UpToDate an understanding as to which parts of its database Authorized Users are visiting. UpToDate may use such information for purposes including but not limited to improving the content of its database, marketing, advertising, reports to You, or research. UpToDate may send information and notices of new services to registered Authorized Users.

UpToDate reserves the right to release current or past user information, whether or not the information identifies a particular person, internally within UpToDate or to third parties for limited purposes in the event UpToDate believes that the Licensed Materials are being used in violation of this Agreement or to commit unlawful acts, and/or if UpToDate is required to disclose information to comply with applicable laws or regulations, or with a court or administrative order.

Except as stated in the above paragraph, UpToDate will not share with unaffiliated third parties information specific to Authorized Users or share information regarding specific IP addresses. UpToDate is, however, free to disclose aggregate non-personal user information to third parties.

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15. Access to Books and Records

To address the requirements of Section 952 of Public Law 96-499 (42 US Code 1395 (x)(V)(I)), UpToDate agrees that it will, until the expiration of four years after the furnishing of the services provided pursuant to this agreement, upon the written request of an appropriate federal official as defined by the

statute, make available to the Secretary of Health and Human Services or the Comptroller General or to any of their duly authorized representatives, this Agreement, and those books, documents and records of UpToDate pertaining only to this Agreement as are necessary to verify the nature and extent of the services provided under this agreement and the charges levied, and payments made, for the services set forth in this Agreement. UpToDate will not carry out any services through a subcontract with another organization and the duties under this Agreement may not be assigned or delegated.

16. 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 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 not intended to be used in an environment requiring fail-safe performance and 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. Furthermore, users should review the basis of any information provided by 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.

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IN NO EVENT WILL UPTODATE, ITS AFFILIATES OR LICENSORS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA OR PROFITS OR FOR INABILITY TO USE THE LICENSED MATERIALS, TO ANY PARTY EVEN IF UPTODATE OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL UPTODATE'S OR SUCH OTHER PARTY'S LIABILITY FOR ANY DAMAGES OR LOSS TO YOU OR ANY OTHER PARTY IN CONNECTION WITH THIS AGREEMENT IN

THE AGGREGATE EXCEED THE FEES PAID BY YOU TO UPTODATE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Some states do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to You. This warranty gives You specific legal rights, and You may also have other rights that vary from state to state.

20. Confidentiality

"Confidential Information" shall mean any information regarding either party's (the "Disclosing Party") intellectual property rights, product designs and plans, product development plans, release dates, strategies, pricing, and other marketing and technical information and other unpublished information provided to the other party ("Receiving Party"); and all other information which the Disclosing Party characterizes as confidential at the time of its disclosure either in writing or orally, except for information which the Receiving Party can demonstrate: (a) is previously rightfully known to the Receiving Party without restriction on disclosure; (b) is or becomes, from no act or failure to act on the Receiving Party's part, generally known in the relevant industry or public domain; (c) is disclosed to the Receiving Party by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by the Receiving Party without access to the Confidential Information. The Receiving Party shall at all times, both during the Term hereof and for a period of at least three years after termination of the Agreement, keep in confidence all such Confidential Information. The Receiving Party shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without the prior written consent of the Disclosing Party. The Receiving Party shall not use any Confidential Information other than in the course of the activities permitted hereunder. The Receiving Party shall only disclose Confidential Information to another employee or contractor who has a need to know such information and is subject to obligations of confidentiality substantially similar to those set forth herein. The Receiving Party shall notify the Disclosing Party in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement, and will cooperate with the Disclosing Party in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If the Receiving Party is legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, the Receiving Party will: (i) immediately notify the Disclosing Party prior to such disclosure to allow the Disclosing Party an opportunity to contest the disclosure; (ii) assert the privileged and confidential nature of the Confidential Information; and (iii) cooperate fully with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the

Confidential Information. In the event such protection is not obtained, the Receiving Party shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

21. General

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to its principles of conflicts of law or the United Nations Convention on Contracts for the International Sale of Goods. Each party submits to the exclusive jurisdiction of the federal and state courts located in Boston, Massachusetts.

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 executed by authorized representatives of You and UpToDate. Either party's waiver of any right shall not constitute waiver of that right in the future.

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.

If You use purchase orders in conjunction with this Agreement, then You agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the UpToDate Contract No.: 00026097 are made part of this purchase order and are in lieu of, and shall replace, all terms and conditions, express or implied, in this purchase order, including any renewals hereof. "

In addition to any other provision of this Agreement that by their terms survive termination of this Agreement, the following provisions of this Agreement will survive expiration or termination of this Agreement: Sections 7, 11, 12, 14-16 and 18-21.