

# inHEALTH's LAT COMPENDIUM TERMS AND CONDITIONS

**DATED: October 28, 2017**

This Agreement governs your acquisition and use of Our Services.

If You register for a Free Trial of Our Services, this Agreement will also govern that Free Trial.

By accepting this Agreement, either by clicking a box indicating your acceptance or by executing an Order Form that references this Agreement, You agree to the terms of this Agreement. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its Affiliates to these this Agreement, in which case the terms "You" or "Your" shall refer to such entity and its Affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, you must not accept this Agreement and may not use the Services.

You may not access the Services if You are Our direct competitor (as determined in our discretion), except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and Us as of the date of You accepting this Agreement (including by executing an Order Form) and/or by You first using the Service.

## 1. DEFINITIONS

**"Affiliate"** means, with respect to each party to this Agreement, any entity that directly or indirectly Controls, is Controlled by, or under common Control with such party.

**"Agreement"** means this Subscription agreement.

**"Control"** for the purposes of this definition, means, with respect to each party to this Agreement, direct or indirect ownership or control of more than 50% of voting interests of such party.

**"Content"** means information made available to You by Us through Our Services, including information compiled and published in inHEALTH's LAT Compendium and all other information published or disseminated by Us through any of the Services described in this Agreement.

**"Event"**: A unit measuring the use of Our Services triggered when the User clicks either "Search" or "Read More". The amount of Events granted to You is limited to those specified in Your Subscription Term selected by You in an Order Form.

**"Fees"** means the price to be paid by You under the conditions and in the manners specified in the respective Order Form in order to access inHEALTH's LAT Compendium, and all other ancillary costs associated with administering and collecting Fees from the User. All Fees, unless otherwise specified, are in Canadian dollars.

**"Order Form"** means an ordering document specifying the Services to be provided hereunder that is entered into between You and inHEALTH, including any addenda and supplements thereto. An Order Form may mean the online, self-service subscription option available through the Services which enables You to manage, transact, and pay for the Services.

**"Purchased Services"** means Services that You or one of Your Affiliates purchased under an Order Form, as distinguished from those Services provided pursuant to a Free Trial.

**"Services"** means access to the products and services ordered by You under a Free Trial or an Order Form, and made available to You by Us. Services may include, but are not limited to, Content stored in inHEALTH's LAT Compendium, inHEALTH's LAT Updates, access to inHEALTH's LAT Updates Archive, and LAT Compendium Live-Support.

**"Subscription Term"**: The period of time in which access to inHEALTH's LAT Compendium is granted in conjunction with the specific number of Events purchased in accordance with your subscription. For subscriptions in which a limited number of Events are defined within the time period specified in the subscription, the Subscription Term will end upon the earlier of the total consumption of Events or the ending of the time period.

**“User”** means an individual who is authorized by You to use a Service and to who You (or, when applicable, Us at Your request) have supplied a user identification and password (for Services using authentication). Users may include, without limitation, Your employees, consultants, contractors and agents, and third parties with which You transact business.

**“User Access”** are the terms specified in the Order form, that specify the allocated number of Users that You have been granted to use in the Purchase Services.

**“We”, “Us”, or “Our”** means inHEALTH.

**“You” or “Your”:** Refers to you, the company, and other legal entity for which you are accepting this Agreement, and affiliates of that company or entity.

## 2. FREE TRIAL

If You register on our website or through an Order Form for a free trial, We will make the applicable Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which We agreed to provide You the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by You for such Service(s). Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

## 3. TERM AND TERMINATION

**3.1 Term of Agreement.** This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated in accordance with this Agreement or as otherwise set forth in this Agreement.

**3.2 Term of Purchased Subscriptions.** The term of each subscription shall be specified in the applicable Order Form.

Bronze	Silver	Gold
Up to 500 Events per 12 Months	Up to 2000 Events per 12 months	Unlimited Events per 12 months
Unlimited Users	Unlimited Users	Unlimited Users
Minimum 12-month Term Commitment	Minimum 12-month Term Commitment	Minimum 12-month Term Commitment

**3.3 Term Renewal.** Except as otherwise specified in an Order Form or described herein, the Subscription Term will automatically renew, either upon consumption of the allocated Events purchased or expiration of the term commitment (whichever comes first), for an additional period equal to the expiring Subscription Term, and at the published rate offered by Us at the time of the renewal.

The Subscription Term will not automatically renew if either party gives the other written notice of non-renewal a minimum of 30 days prior the Subscription Term expiry.

**3.4 Termination.** A party may terminate this Agreement for cause (i) upon thirty (30) days’ written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and such petition or proceeding is not dismissed within one hundred twenty (120) days.

**3.5 Refund or Payment Upon Termination.** If this Agreement is terminated by You in accordance with Section 3.4, We will refund You any unconsumed prepaid Fees covering the remainder of the Subscription Term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 3.4, You will pay any unpaid Fees covering the remainder of the Subscription Term of all Order Forms. In no event will termination relieve You of Your obligation to pay any Fees payable to Us for the period prior to the effective date of termination.

## 4. OUR RESPONSIBILITIES

**4.1. Provision of Purchased Services.** We will (a) make the Services available to You pursuant to this Agreement and the applicable Order Forms, (b) provide Our standard support for the Purchased Services to You at no additional charge (Monday – Friday, from 8:30am to 4:30pm) and (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give commercially

reasonable prior electronic notice and which We shall schedule to the extent practicable during non-standard business hours), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, or denial of service attack. The Services are subject to modification from time to time in Our sole discretion, for any purpose deemed appropriate by Us. We will use reasonable efforts to give You prior written notice of any such modification. In the event that any modification materially reduces the features or functionality available to You, then You may terminate this Agreement.

**4.2 Confidentiality.** We will maintain reasonable administrative, physical, and technical safeguards that are designed to protect the security, confidentiality and integrity of our Content and your personal information. Those safeguards will include, but will not be limited to, measures designed to prevent access, use, modification or disclosure of by Our personnel except (a) to provide the Services and prevent or address service or technical problems, or (b) as You or the applicable User expressly permit in writing (including, without limitation, as described in this Agreement and our privacy policy).

**4.3 Our Personnel.** We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

**4.4 Beta Services.** From time to time, We may invite You to try Beta Services at no charge. You may accept or decline any such trial in Your sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that We make a version of such Beta Services generally available. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE BETA SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND. WE HEREBY DISCLAIM ALL LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH ANY BETA SERVICE.

## 5. YOUR RESPONSIBILITIES

**5.1 Subscriptions.** Unless otherwise provided in the applicable Order Form, (a) all Services are purchased as subscriptions, (b) subscriptions may be added or upgraded during a Subscription Term in accordance with Section 3.3 (but, for the avoidance of doubt, subscriptions may not be cancelled or downgraded, and no refunds will be granted for any incomplete or partial use of a subscription except as described in Sections 3.4 and 3.5), and (c) any added subscriptions will terminate pre-existing subscriptions and replace it with a new Subscription Term commencing on the date specified in the appropriate Order Form.

**5.2 Usage Rights and Limits.** Services are subject to the number of Events and time period specified in the Order Form. Unless otherwise specified, (a) a quantity in an Order Form binds to all Users specified, and the Service may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and (c) a User may be archived and a new individual replacing one who no longer requires ongoing use of the Service may be established. If We determine that You are exceeding your User Access, We will notify You, and You will have thirty (30) days from the date of notice in which to bring Your usage within the limits of such User Access. We may assist You to reduce Your usage so that it conforms to limits of such User Access. If, notwithstanding Our efforts, You are unable or unwilling to abide by the User Access, You will be invoiced in accordance with Section 6.2 below for the excess usage over the User Access, at the rate set forth on the Order Form, or listed on Our website, and You agree to pay the additional Fees without any right of set-off or deduction).

**5.3 Your Responsibilities.** You will (a) be responsible for complying (including, without limitation, ensuring that all of Your Users and Your Affiliates' Users comply) with this Agreement, (b) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Us promptly of any such unauthorized access or use, and (d) use Services only in accordance with the applicable laws and government regulations.

**5.4 Usage Restrictions.** You will not, and will not permit any third party to: (a) make any Service available to, or use any Service for the benefit of, anyone other than You or Users, (b) license, sublicense, rent or lease any Service, or include any Service in a service bureau offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material or data in violation of third-party intellectual property or privacy rights, (d) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (e) attempt to gain unauthorized access to any Service or its related systems or networks, (f) permit direct or indirect access to or use of any Service in a way that circumvents User Access, (g) copy a Service or any part, feature, function or user interface thereof, except as permitted herein or in an Order Form, (h) frame or mirror any part of any Service, other than framing on Your own interests or otherwise for Your own internal business purposes, (i) access any Service or Content in order to build a competitive product or service, or (j) reverse engineer any Service (to the extent such restriction is permitted by law).

## **6. FEES AND PAYMENT FOR PURCHASED SERVICES**

**6.1. Fees.** You will pay all Fees specified in each applicable Order Form. Except as otherwise specified herein or in an Order Form, (i) Fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term (and no refunds will be granted for incomplete or partial usage of a subscription, except as set forth in Sections 3.4 and 3.5).

**6.2. Invoicing and Payment.** For all executed Order Forms, You will provide Us with valid and updated credit card information, or with a valid purchase order, or arrange for EFT. When You provide credit card information to Us, You authorize Us to charge such credit card for all Purchased Services listed in the applicable Order Form for the initial subscription term and any renewal Subscription Term(s) as set forth in Section 3 (Term of Purchased Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due within thirty (30) days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

**6.3. Overdue Charges.** If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 6.2, or (c) We may terminate your subscription.

**6.4. Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is thirty (30) or more days overdue (or seven (7) or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least seven (7) days' prior notice (for which email shall suffice) that Your account is overdue, before suspending services to You.

**6.5. Taxes.** Our Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your access to and use of the Services hereunder (but not, for clarity, any Taxes based on Our gross income). If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 6.5, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

**6.6. Future Functionality.** You agree that Your entering into this Agreement, including your obligations hereunder and your agreement to make payments as set forth in this Section 6, are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

**6.7. Additional Charges.** We are not responsible for any additional charges that You may incur for using the LAT Compendium, such as data or other telecommunication or Internet or wireless service provider Fees.

**6.8. Promotions.** We may offer promotions at our discretion such as discounts and trials to certain Services, or other promotions. The specific rules, regulations, terms and details of each promotion will be provided at the time of the offer. Your eligibility for a promotion and the applicability of any discounts is at the sole discretion of inHEALTH. We may revoke, terminate, cancel, modify, or deem a promotion inapplicable to you at any time.

## **7. PROPRIETARY RIGHTS AND LICENCES**

**7.1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, We reserve all of Our/their right, title and interest in and to the Services and Content, including all of Our/their related intellectual property rights. The Content of inHEALTH's LAT Compendium and all other Services, including all pages found at [www.inhealth.ca](http://www.inhealth.ca), are protected under Canadian copyright law and are the sole property of inHEALTH. Except as otherwise provided for under Canadian copyright law, Content on the website may not be published, distributed, transmitted, or converted, in any form or by any means, without the prior consent of inHEALTH. No rights are granted to You hereunder other than as expressly set forth herein.

**7.2. License by Us to Use Content.** We grant to You a non-exclusive, limited, non-transferable license, under Our applicable Canadian intellectual property rights and licenses, to use Content pursuant to Order Forms, subject to those Order Forms and this Agreement. You may print single copies of Content licensed to inHEALTH, but may not otherwise reproduce or use the Content. You agree to maintain all copyright and other proprietary noticed provided on the Content. You may not modify, sell, resell, make derivative works, create a database, create a media monitoring service, aggregate, deep link, republish,

retransmit, distribute, transfer, communicate, broadcast or otherwise make the Services and Content available, including without limitation by caching, scraping, harvesting, framing or similar means, without the prior written consent of inHEALTH.

## **8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

**8.1. Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

**8.2. Our Warranties.** We takes great care to maintain the quality of Our Services and the Content published therein. However, We provide no guarantee of the reliability, accuracy, or integrity of the Content or function of Our Services. By accepting this Agreement, You expressly agree that, to the maximum extent permitted by applicable law, the Services and Content are provided on an “as is” basis and that your use and reliance on them are at your sole risk.

**8.3. Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. THE CONTENT IS PROVIDED TO THE USER FOR GENERAL INFORMATION ONLY. THE CONTENT IS NOT NECESSARILY REFLECTIVE OF THE VIEWS OR POLICIES OF INHEALTH, AND SHALL NOT BE CONSTRUED AS LEGAL ADVICE OR A REASONABLE SUBSTITUTION FOR LAW. WE DO NOT ENDORSE THE QUALITY, RELIABILITY, OR ACCURACY OF THE CONTENT, NOR ANY INDIVIDUALS OR CORPORATIONS DESCRIBED HEREIN. YOU SHOULD USE YOUR OWN JUDGMENT IN MAKING USE OF ANY CONTENT AND ARE RESPONSIBLE FOR YOUR OWN RESEARCH AND DECISIONS. THE CONTENT DOES NOT REPLACE CONSULTATIONS WITH PROFESSIONAL ADVISORS, SUCH AS QUALIFIED LEGAL PROFESSIONALS, ADJUSTERS, HEALTHCARE PROVIDERS, MEDICAL ASSESSORS, ACCOUNTANTS, AND/OR ENGINEERS.

## **9. LIABILITY**

**9.1 Limitation of Liability.** THE CONTENT PUBLISHED AS A PART OF OUR SERVICES HAS BEEN COMPILED FOR YOUR CONVENIENCE AND EDUCATIONAL PURPOSES, AND IN NO WAY CONSTITUTES LEGAL ADVICE. TO THE EXTENT PERMITTED BY LAW, INHEALTH EXCLUDES ALL LIABILITY AND CAN IN NO WAY BE HELD RESPONSIBLE FOR DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY USE OF OUR SERVICES OR BY ITS NON-AVAILABILITY, OR BY ANY SUCH CONTENT DISSEMINATED UNDER ANY OF THE SERVICES AGREED TO IN THE SUBSCRIPTION.

## **10. NOTICES, GOVERNING LAW AND JURISDICTION**

**10.1 Agreement to Governing Law and Jurisdiction.** Each party agrees that any action, claim, or dispute between the parties will be governed by Ontario law, excluding its conflicts of law provisions, and controlling Canadian federal law. The parties agree to the exclusive jurisdiction of and venue in the state and federal courts in Ontario.

**10.2 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

**10.3. No Agency.** For the avoidance of doubt, We are entering into this Agreement as principal and not as agent for any other company. The obligations owed by Us under this Agreement shall be owed to You solely by Us and the obligations owed by You under this Agreement shall be owed solely to Us.

## **11. GENERAL PROVISIONS**

**11.1. Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify.

**11.2 Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your

order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, and (2) this Agreement.

**11.3. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**11.4. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**11.5. Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

**11.6. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

**11.7. Surviving Provisions.** The Sections titled "Fees and Payment for Purchase Services," "Disclaimers," "Limitation of Liability," "Refund or Payment upon Termination," "Notices, Governing Law and Jurisdiction," and "General Provisions" will survive any termination or expiration of this Agreement.