

Contract No.: 00022570

February 9, 2021

Agenzia Italiana Del Farmaco Aifa  
Via del Tritone 181  
Rome, 187  
Italy

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 Agenzia Italiana Del Farmaco Aifa ("You" or "Your") with a subscription to *UpToDate Anywhere*, which consists of the *UpToDate*® online database, software and user documentation (the "Licensed Materials"). This Agreement (as defined below) and Your subscription will be valid for an initial period of one year (the "Term") commencing on March 1, 2021. Capitalized terms may be defined in this Letter or in the attached Exhibit A. This Letter, along with the Exhibit A, are collectively referred to herein as the "Agreement."

**Subscription Fees:** The total annual Subscription Fees for Your *UpToDate Anywhere* license is \$6,890.00 USD (plus tax where applicable). The total Subscription Fees must be paid within 30 days of the Start Date of this Agreement. 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 a license to use the Licensed Materials on the terms set forth in this Agreement. This UpToDate Anywhere Subscription allows You to manage the issuance of usernames via UpToDate's Subscriber Manager Console (the "Console"). Your Subscriber Manager Administrator may invite individuals to establish usernames and passwords in order to Access the Licensed Materials. Once an individual establishes a username and password they become an Authorized User. The number of individuals invited is limited to the Maximum Total Number of Unique Authorized Users listed below. Authorized Users may Access the Licensed Material via any Internet-enabled device, including laptops, desktop computers, and mobile devices such as the iPhone and Android devices.

## Confirmation of Your Information

### *Operating Statistics*

**Total Maximum Number of Unique Authorized Users:** 10

You represent and warrant that no users will gain Access to the Licensed Materials through this subscription, except for Your employees or other professionals affiliated with You, as assigned Authorized Users by You via the Console.

Please fill out Schedule 1 to designate Your Subscriber Manager Administrator.

## Subscription Confirmation

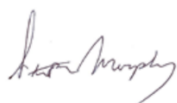
To confirm Your acceptance of the terms in the Agreement, please sign this Letter in the space below and return it to us, along with the completed Schedule 1. Your subscription will be processed promptly and an executed copy will be returned to You.

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, Romina Roveda, 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,



2/9/2021 8:14 AM

Finance – Contract Administration

UpToDate, Inc.

---

---

Accepted and Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2021 on behalf of **Agenzia Italiana Del Farmaco Aifa**.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Agenzia Italiana Del Farmaco Aifa.**

---

---

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": Your employees or other professionals affiliated with You, who have been invited by Your Subscriber Administrator via the Console and established a username and password.

"Console": The interface by which Your Subscriber Administrator may manage invitations to individuals to establish usernames and passwords with UpToDate.

"Subscriber Manager Administrator": the person assigned by You, who is granted the ability to invite individuals via the Console to become Registered Authorized Users by creating a username and password. The Administrator will also be able to deactivate as well as reactivate Registered Authorized Users. (refer to the following URL: <http://www.uptodate.com/home/administrator-resources>).

#### 2. Grant of License

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 internal use by Your employees only. Use of Licenses for marketing or promotional efforts is strictly prohibited and will result in immediate termination of this Agreement.

In order to Access the Licensed Materials, Authorized Users must agree to the End User License Agreement (EULA). In the event of a conflict or discrepancy between the EULA and this Agreement, this Agreement shall take precedence.

#### 3. Term and Termination

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.

#### 4. Authorized Access

You acknowledge that the Licensed Materials are for the use of the Authorized Users only. Access by Authorized Users from any location is permitted so long as Access occurs exclusively via the username and password.

#### 5. 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.

#### 6. Fees and Payments

You will pay the agreed upon Subscription Fees within 30 days of the date of invoice. UpToDate reserves the right to suspend Access due to late payment, without limiting UpToDate's other rights and remedies including the right to terminate this Agreement. Access will remain suspended until such invoice is paid in full. No refund or credit will be issued for loss of Access during the period of suspension due to late payment.

## **7. Marketing Support**

UpToDate will assist You in increasing usage of the Licensed Materials during the subscription period by providing informational materials for Your distribution to Authorized Users, subject to the terms and conditions of this Agreement. You grant the right to UpToDate to include Your name in UpToDate's list of subscribers.

## **8. Systems Performance**

During the Term, the Licensed Materials will be updated by UpToDate. During this time, the online service may be unavailable for up to 2 hours per month, and users Accessing the Licensed Materials at this time will see a notice that UpToDate online is being updated. UpToDate may, in its sole discretion, provide more frequent updates and enhancements, if applicable, as and when they are released. Nothing in this Agreement obligates UpToDate to furnish more frequent updates or to create enhancements.

For online Access from a desktop (or laptop) computer, the Licensed Materials are validated for use with the current versions of the browsers and the technical specifications UpToDate supports. For a current list of those technical specifications please see: <http://www.uptodate.com/help/manual/sysreq>.

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 and transient Internet conditions may render the site temporarily unavailable.

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.

## **9. User Access Restrictions**

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 shall not attempt to defeat or circumvent any system designed to protect Access to UpToDate.

## **10. Ownership**

The Licensed Materials are the sole and exclusive property of UpToDate (or its parents, subsidiaries, affiliates, or designees) or its suppliers. You do not become the owner of the Licensed Materials, but are entitled to use them according to the terms and conditions of this Agreement.

You have purchased the right to Access the Licensed Materials for a specific limited period of time, i.e., the subscription period. At the end of this period, Your license and associated rights, such as technical support, if any, expire automatically, unless You have renewed Your subscription on UpToDate then-current terms. The Agreement and Your license to use the Licensed Materials will also terminate if You fail to comply with any term or condition in this Agreement.

You acknowledge that the Licensed Materials include software which is proprietary and confidential to UpToDate, or its licensors; and all rights, title and interest therein or thereto, including without limitation, all patents, copyrights, trademarks and trade secrets remain in UpToDate or its licensors. You shall not, during the subscription period or thereafter, disclose, directly or indirectly, or take any other action, which would result in the unauthorized disclosure of any confidential or proprietary data whatsoever, including but not limited to, reproduction of data furnished by UpToDate.

## **11. Permitted Uses and Prohibitions**

Copying, printing, distributing to third parties, or preparing derivative works of the Licensed Materials or any part thereof is strictly prohibited unless specifically authorized herein or in writing from UpToDate. Similarly, the Licensed Materials may not be included in other software or databases, reverse engineered, or modified. No part of the Licensed Materials may be hyperlinked, indexed, or otherwise utilized by automated software means, including: search engines, robots, spiders, crawlers, data mining tools, or any other software that aggregates access to, or the content of, the Licensed Materials. No part of the Licensed Materials may be copied for resale, nor may the Licensed Materials be posted or otherwise made available on Intranets, so-called federated sites, knowledge bases, searchable databases, public bulletin boards, web sites, Internet domains, or online chat rooms. The Licensed Materials may not be combined with other content in knowledge banks or through similar technologies. However, Your Authorized Users may occasionally print out individual articles for personal clinical, educational or research use and/or email individual articles to a colleague, provided that the articles printed and emailed by an individual Authorized User contain in aggregate only insubstantial portions of the Licensed Materials and include a source reference to UpToDate and its copyright notice. Under no circumstances may Authorized Users print or email large numbers of articles from the Licensed Materials. All rights to use

the Licensed Materials are expressly stated herein, and UpToDate reserves all other rights. There is no implied right to use the Licensed Materials.

Authorized Users cannot share usernames and passwords. Any sharing of usernames and passwords will be considered a violation of this Agreement. Access to the Licensed Materials by non-Authorized Users is expressly forbidden.

In addition to its rights set forth in Section 3 (Term and Termination), UpToDate reserves the right in its sole discretion to limit or suspend Your Authorized Users' Access to the Licensed Materials, by electronic self-help or other means and without notice, if UpToDate believes in good faith that any Authorized User has committed a breach of security or violated the terms of this Agreement.

## **12. Restriction against Transfer**

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

## **13. Privacy / HIPAA**

UpToDate does not collect any individually identifiable health information from You. UpToDate, Inc. is not a covered entity or business associate under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended.

UpToDate reserves the right to track and collect 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.

As of May 25, 2018, to the extent that UpToDate Processes Personal Data about Data Subjects located in the EEA (as such terms are defined in the Data Protection Annex) when performing its obligations under the Agreement, the terms displayed at <https://www.uptodate.com/home/ela-dpa> or such other website address as may be notified to You from time to time (the "Data Protection Annex") applies to such Processing and is incorporated into the Agreement. UpToDate may, in its sole discretion, amend or replace the Data Protection Annex at any time without notice to You or Your Authorized Users and You should review the terms of the latest Data Protection Annex that applies to this Agreement at regular intervals.

## **14. 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.

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

#### **16. U.S. Government Limited Rights Notice**

Any access to the Licensed Materials provided under contract to the U.S. Government is provided with limited rights. The Licensed Materials consist of data, as defined in 48 CFR 27.401 or 48 CFR 27.404-2(a), as applicable, and restricted computer software as defined in 48 CFR 27.401. The Licensed Materials may be reproduced and used by the U.S. Government, provided that they will not be used for or in connection with manufacturing and will not be disclosed outside of the U.S. Government or to any U.S. Government contractor, without the prior express written permission of UpToDate.

#### **17. Limited Warranty**

UpToDate warrants that the Licensed Materials made available to You through the IP addresses listed in the Letter shall be substantially identical to the version of the Licensed Materials provided to other similarly situated customers. If the Licensed Materials are defective, such deficiency shall be rectified without charge promptly after notice to UpToDate from You. This is Your sole and exclusive remedy, and UpToDate's sole liability, for breach of this warranty.

UpToDate agrees to indemnify You against any third party claim that the Licensed Materials infringe a U.S. copyright, patent, or trademark ("IP Claims"), and any damages awarded on such a claim, provided that You provide UpToDate with prompt notice of the claim and sole control of the defense and settlement of the claim. In the event such a claim is made against You or anticipated by UpToDate, UpToDate shall have the option of terminating this Agreement and refunding a prorated portion of the fees paid by You for the unused portion of the then-current Term and terminating Your right to use the Licensed Materials. The foregoing indemnity and optional termination shall be Your sole remedy and UpToDate's sole obligation and liability in the event of any IP Claim.

NEITHER UPTODATE NOR ANY OTHER PARTY OR MEDICAL SOCIETY MAKES ANY OTHER WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, WITH RESPECT TO

THE LICENSED MATERIALS, WHICH ARE LICENSED "AS IS", OR WITH RESPECT TO THIS AGREEMENT. THE WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR ENTITY ARE VOID. YOU ASSUME ALL RISK AS TO THE QUALITY, FUNCTION, AND PERFORMANCE OF THE LICENSED MATERIALS.

#### **18. Limitation of Liability**

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.

#### **19. 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.

## **20. 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.: 00022570 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 6, 10, 11 ,13-15 and 17-20.

## Schedule 1

### Subscriber Manager Administrator

Please provide the name, contact information and email address of the individual assigned to the role of Subscriber Manager Administrator ("Administrator"). The Administrator will be responsible for using the Console to manage access rights for Your Authorized Users, including the ability to issue the initial invitation to individuals to create a username and password and become Authorized Users. The Administrator username and password grant Access exclusively to the Console; said username and password do not grant Access to the UpToDate® online content.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_