



## Terms of Isabel Services

Isabel is an online diagnosis decision support system designed as a near-patient working tool for physicians, nurses and other healthcare professionals. Access to the Isabel Services (as defined below) is through remote Internet browser and such services do not include the transfer or license of any software to you. By using Isabel's diagnosis decision support system or other Isabel services ("Isabel Services"), as the same may be made available by Isabel from time to time, you agree to be bound by the following terms and conditions ("Terms of Isabel Services"):

**1. Access and Permitted Uses.** You are responsible for obtaining access to the Isabel Services, and acknowledge that such access may involve third-party fees (such as internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Isabel Services.

Access to and use of the Isabel Services (other than free public areas) are limited only to those healthcare professionals (or categories of healthcare professionals) or others to whom Isabel has granted access and use rights consistent with these Terms of Isabel Services. The scope of such access rights shall be limited to those sections of the Isabel Services to which you have subscribed and for which you are current in your payment obligations to Isabel or its third-party distributors.

The Isabel Services are made available as a decision support tool for your non-commercial use only. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Isabel Services, including, without limitation, the information displayed as search results by Isabel Services. In addition, you agree to not use the Isabel Services to: forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Isabel Services; transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; interfere with or disrupt the Isabel Services or servers or networks connected to the Isabel Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Isabel Services; and/or intentionally or unintentionally violate any applicable local, state, national or international law.

**10. DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE ISABEL SERVICES IS AT YOUR SOLE RISK. THE ISABEL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ISABEL AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ISABEL AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS AND LICENSORS MAKE NO WARRANTY THAT (i) THE ISABEL SERVICES WILL MEET YOUR REQUIREMENTS; (ii) THE ISABEL SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ISABEL SERVICES WILL BE ACCURATE OR RELIABLE; (iv) THE INFORMATION OBTAINED BY YOU THROUGH THE ISABEL SERVICES WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE ISABEL SERVICES WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ISABEL SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ISABEL OR THROUGH OR FROM THE ISABEL SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF ISABEL SERVICES.

**2. Registration; Account Information; Password and Security.**

You represent, warrant covenant and agree that: (a) the registration information provided by you is true, accurate, current and complete (the "Registration Data") and (b) you shall maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Isabel has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Isabel has the right to suspend or terminate your account and refuse any and all current or future use of the Isabel Services (or any portion thereof).

You are responsible for maintaining the confidentiality of your account, as well for all activities that occur under your or account. You agree to immediately notify Isabel if you become aware of any unauthorized use of your account or any other breach of security. Isabel cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

**3. Medical Diagnosis and Treatment.** You acknowledge and agree that:

- o The Isabel Services do not make final clinical or other decisions and are not a substitute for competent, properly trained and knowledgeable staff who bring professional judgment and analysis to the information presented by the Isabel Services.
- o You, and specifically not Isabel, are solely responsible for verifying the accuracy of all patient information and determining the data necessary for you to make medical and diagnostic decisions, as well as for complying with all laws, regulations and licensing requirements applicable to your delivery of healthcare services.
- o You have reviewed and will communicate to authorized users any Isabel Services information which may be provided to you from time to time.

**11. LIMITATION OF LIABILITY.** ISABEL AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ISABEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE ISABEL SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA OR INFORMATION OBTAINED THROUGH OR FROM THE ISABEL SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iv) ANY OTHER MATTER RELATING TO THE ISABEL SERVICES.

WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL ISABEL OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS AND LICENSORS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, OR NON-PERFORMANCE OF THIRD PARTIES.

**4. Availability of Isabel Services.** Isabel will use reasonable commercial efforts to ensure that the Isabel Services are available at all times, however, you acknowledge and agree that the Isabel Services may not be available at certain times due to scheduled or unscheduled maintenance and/or updates or other reasons beyond the control of Isabel. Since you will receive Isabel via third party telecommunications networks, you acknowledge that Isabel cannot guarantee that the availability of the Isabel Services will be uninterrupted or error free. Similarly, Isabel cannot guarantee that the transmission of any information over such telecommunications networks will be secure nor that you will be able to access the Isabel Services at all times.

**5. Proprietary Rights.** You acknowledge and agree that the Isabel Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in information presented to you through the Isabel Services is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws and that except as expressly provided herein, nothing contained in these Terms of Isabel Services is intended or shall be construed as granting to you any rights in or to any such content.

**6. Isabel Intellectual Property Indemnification.** Isabel or its licensors will defend or settle any lawsuit brought against you to the extent arising out of any valid copyright or patent infringement claim of a third party arising from your use of the Isabel Services in accordance with these Terms of Isabel Services. If any such lawsuit materially interferes with your use of the Isabel Services, Isabel shall, at its option: (i) modify the Isabel Services so that it no longer infringes but remains functionally equivalent; (ii) obtain for you at Isabel's expense the right to continue to use the infringing Isabel Services; or (iii) terminate the Isabel Services and refund to you any subscription fees paid by you in respect of periods following such termination. The foregoing remedies are your sole and exclusive remedies for such third party claims. The above indemnification obligation is conditional upon you providing Isabel written notice of any infringement claim by a third party to which this indemnity may relate within thirty (30) days after receipt of notice of such third party claim and you reasonably cooperating with Isabel in the defense of such claims. Notwithstanding

IMPORTANT: YOU ACKNOWLEDGE THAT THE DISCLAIMERS AND LIMITS ON OUR LIABILITY CONTAINED IN THESE TERMS OF ISABEL SERVICES ARE FAIR AND REASONABLE, BASED IN PART ON THE AMOUNT OF YOUR SUBSCRIPTION FEE, AND ISABEL'S RELIANCE ON THIRD PARTY SOURCES OF INFORMATION IN CONNECTION WITH THE PROVISION OF THE ISABEL SERVICES.

Nothing herein is intended to disclaim Isabel's liability to third parties (e.g., parties other than you and your affiliates, officers, agents and employees) for property damage, injury or death under circumstances where Isabel would otherwise be responsible for same. In such circumstances, liability shall be determined by operation of law.

**12. Termination.** Isabel may terminate your account and access to the Isabel Services in the event that (a) you breach or violate these Terms of Isabel Services and you fail to cure such breach within 10 days following written notice from Isabel, (b) you engage in any fraudulent or illegal activities in connection with your use of and/or access to the Isabel Services, or (c) you fail to timely pay any fees owed by you in connection with the Isabel Services. Termination of your Isabel account includes: removal of access to all offerings within the Isabel Services; deletion of your password and all related information, files and content associated with or inside your account (or any part thereof); and barring of further use of the Isabel Services.

**13. Access to Isabel Records.** For subscribers accessing the Isabel Services from the United States, if Section 1861(v)(1)(I) of the Social Security Act applies to this Agreement, Isabel agrees that, until the expiration of four (4) years after the furnishing of the Isabel Services pursuant to this Agreement, it will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of these Terms of Isabel Services and any books, documents, records and other data of Isabel that are necessary to verify the nature and extent of the costs incurred by you in acquiring such services.

**14. Isabel Privacy Policy**

Registration Data and certain other information about you or submitted by you to the Isabel Services is subject to Isabel's Privacy Policy. For more

the foregoing, Isabel shall not have any obligation to you hereunder if the infringement claim results from or arises out of the use of the Isabel Services in a manner or environment, or for any purpose, for which Isabel did not design or license it, or in violation of Isabel's recommendations or instructions on use; or any modification or enhancement of the Isabel Services by you or any third party not authorized or approved in writing by Isabel.

**7. Your Indemnification.** You agree to indemnify and hold Isabel and its subsidiaries, affiliates, officers, agents, employees and licensors harmless from any claim or demand (and all resulting liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees incurred) made by any third party arising out of or in connection with the provision of healthcare services or related services to your patients.

**8. Information Provided by Isabel Services.** Given that information provided by the Isabel Services is sourced from a variety of resources and textbooks over which Isabel exercises no control, and further, that the information displayed as search results are dependent on the search terms inputted by you, ISABEL CANNOT AND DOES NOT WARRANT OR GUARANTEE THE ACCURACY OR RELEVANCY OF ANY INFORMATION OR RESULTS PRODUCED BY THE ISABEL SERVICES, NOR CAN ISABEL ASSUME ANY RESPONSIBILITY FOR THE CONTENT CONTAINED IN ANY SEARCH RESULTS OR OTHERWISE LINKED TO BY THE ISABEL SERVICES.

IMPORTANT NOTE: PLEASE NOTE THAT DUE TO THE WAY IN WHICH THE ISABEL SERVICES OPERATE, NUMBERS OR FORMULAE COPIED FROM TEXTBOOKS AND OTHER RESOURCES MAY BECOME JUMBLED OR CORRUPTED AND THEREFORE CANNOT BE RELIED ON AND SHOULD BE VERIFIED FROM AN INDEPENDENT SOURCE.

**9. Links.** The Isabel Services may provide links to other web sites or resources. Because Isabel has no control over such sites and resources, you acknowledge and agree that Isabel is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Isabel shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

information, see Isabel's full privacy policy at <http://www.isabelhealthcare.com/utills/privacy>. You understand that through your use of the Isabel Services you consent to the collection and use (as set forth in the Privacy Policy) of such information, including the transfer of such information to the United States and/or other countries for storage, processing and use by Isabel and its affiliates.

**15. Governing Law; Dispute Resolution.** If your use of the Isabel Services originates from the United States or Canada: These Terms of Isabel Services shall be governed by the laws of the State of New York. Any claim or controversy that has not been resolved by the parties following reasonable attempts to resolve same through their respective senior managers shall be submitted to the office of the American Arbitration Association ("AAA") located in New York, NY for binding arbitration in accordance with the AAA's Commercial Arbitration Rules then in effect, as amended by these Terms of Isabel Services. The law applicable to the arbitration, including the administration and enforcement thereof, is the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended from time to time. The cost of the arbitration, including the fees and expenses of the arbitrator(s), will be shared equally by the parties, with each party paying its own attorneys' fees. The arbitrator(s) will not have the authority to award any damages not available under these Terms of Isabel Services. The arbitration award (the "Award") will be presented to the parties in writing, and upon the request of either party, will include findings of fact and conclusions of law. The Award may be confirmed and enforced in any court of competent jurisdiction. Any post-Award proceedings will be governed by the Federal Arbitration Act. Notwithstanding the foregoing, either party may, without inconsistency with the foregoing arbitration provision, apply to any State or Federal court located in New York, NY and having jurisdiction hereof and seek interim provisional, injunctive or other equitable relief until the Award is rendered or the controversy is otherwise resolved, and in connection with any such proceeding, each party expressly waives its right to a jury trial.

If your use of the Isabel Services originates from outside the United States or Canada: These terms and conditions of Isabel Services shall be governed and interpreted in accordance with English law and you and Isabel submit to the exclusive jurisdiction of the English Courts in order to resolve any dispute or claim arising out of these Terms of Isabel Services, except that Isabel reserves the right to bring proceedings relating to such dispute or claim against you in your home jurisdiction.

**16. Miscellaneous.** These Terms of Isabel Services constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms of Isabel Services will be effective only if in writing and signed by Isabel. If any part of these Terms of Isabel Services Agreement shall be determined to be invalid, illegal or unenforceable by any valid act of any legislature or by any regulation duly promulgated, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, and in any event, the remaining parts of these Terms of Isabel Services shall be fully effective and operative insofar as reasonably possible.