

Contract No.: 00041424

July 21, 2022

Fondazione Istituto G. Giglio di Cefalù
 Contrada Pietrapollastra Pisciotto SNC
 Cefalu', Sicilia 90015
 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 Fondazione Istituto G. Giglio di Cefalù ("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 two (2) years (the "Term") commencing on September 1, 2022. 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 Subscription Fees for a two-year *UpToDate Anywhere* license for Your institution are as follows:

	Total†
Year 1 – September 01, 2022 through August 31, 2023	\$11,093.00 USD
Year 2 – September 01, 2023 through August 31, 2024	\$11,758.00 USD

†Plus tax where applicable

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

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:

<u>Institution</u>	<u>Beds</u>
Fondazione Istituto G. Giglio di Cefalù	176
Total	176

Designated Sites

Fondazione Istituto G. Giglio di Cefalù
Contrada Pietrapollastra Pisciotto SNC
Cefalu', Sicilia 90015
Italy

IP Addresses

93.46.31.148 - 93.46.31.148

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, 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,



7/21/2022 1:26 PM
Finance – Contract Administration
UpToDate, Inc.

Accepted and Agreed to this ____ day of _____, 2022 on behalf of **Fondazione Istituto G. Giglio di Cefalù.**

By: _____

Printed Name: SALVATORE ALBANO

Title:  _____

Fondazione Istituto G. Giglio di Cefalù.

Accepted and Agreed to this ____ day of _____, 2022 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.

"Registration": The process by which an Authorized User creates a username and password via the IP address(es) or UpToDate provided Security Agent(s).

"Re-verification": The process by which Authorized Users verify their registration credentials. Authorized Users are required to log-in, using their username and password, at least once every 90 days via the IP address(es) or UpToDate provided Security Agent(s). If in any 90-day period such log-in does not occur, the Authorized User's ability to Access Licensed Materials from outside the Designated Site(s) will be suspended. In the event of suspension, Authorized Users may automatically Re-verify by logging-in, using their username and password, via the IP address(es) or UpToDate provided Security Agent(s) any time thereafter during the Term to resume Access via username and password.

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 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

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. 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

Authorized Users only and that no other users are provided Access through the IP address(es) and/or UpToDate provided Security Agent(s).

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.

7. 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.

8. 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.

9. 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.

10. 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 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.

11. 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.

12. 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

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.: 00041424 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.