

## Instructions for TERIS License Agreement

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### *UW CoMotion Express License*

To complete the license, please:

1. Return the completed agreement to [license@uw.edu](mailto:license@uw.edu) or fax to (206) 616-3322. You may also send a Purchase Order (if desired) at this time. For purchasing questions, please contact Express Licensing Program at (206) 543-3970 or [license@uw.edu](mailto:license@uw.edu).
2. UW will review the license, and if everything is in order, you will receive a copy of the executed agreement and an invoice. The invoice will include a license agreement number.
3. Electronic Signature is available. Contact [license@uw.edu](mailto:license@uw.edu) to make arrangements.
4. Payment Options:
  - A. Check – make check payable to the University of Washington and indicate the license and invoice number on your check:

ATTN: Express Licensing Program  
Agreement Reference - TERIS Subscription  
UW CoMotion  
University of Washington  
4545 Roosevelt Way NE, Suite 400  
Seattle, WA 98105-4608

- B. Credit Card – contact [license@uw.edu](mailto:license@uw.edu) to make arrangements for payment via UW secure credit card payment process.
  - C. Wire Transfer - Wire transfer is also available, subject to a \$30 fee. You must follow the instructions on the invoice in order to pay with a wire transfer.

## **University of Washington TERIS Database Subscription**

The University of Washington, a public institution of higher education, having administrative offices at 4545 Roosevelt Way NE, Suite 400, Seattle, WA 98105-4608 (“UW”) and the individual identified by the information provided on this form and supplied for credit card payment (“Subscriber”) This agreement will be executed by credit card payment effective as of the date of the credit card payment (“Effective Date”):

### **Background**

The Teratogen Information System (“TERIS”) is a research tool containing information on the potential teratogenicity of drugs and other environmental agents in a computerized database. It includes user documentation designed to assist physicians or other healthcare professionals in assessing the risks of possible teratogenic exposures in pregnant women. The database consists of a series of agent summaries, each of which is based on a thorough review of published clinical and experimental literature (“Summaries”). Summaries may be accessed using either generic names or domestic or foreign proprietary names. Each summary includes a risk assessment derived by consensus of an Advisory Board comprising nationally recognized authorities in clinical teratology.

UW desires to disseminate the TERIS data for use in the public interest and Subscriber desires to license TERIS solely for its internal educational, reference and research purposes (“Subscriber Purpose”).

### **1. License Grant**

1.1. Commencing on the Effective Date, and provided Subscriber and Subscribers comply with the terms of this Agreement, and subject to UW’s reservation of rights in Section 3.3, UW hereby grants to Subscriber, and Subscriber accepts, a limited, non-transferable, non-exclusive revocable license for Subscribers to access a UW operated computer server or a server under contract to UW on which TERIS is remotely accessed by the Internet, and through which queries are executed, (“Server”), to perform, display, query TERIS and view Summaries for Subscriber’s Purpose. No confidential client or patient protected health information is used or exchanged in the Summaries.

1.2. Subscriber may print TERIS Summaries, provided such printouts are primarily for Subscriber’s Purpose and provided Subscriber complies with the terms of this Agreement including “Information for Subscribers of TERIS,” available on TERIS website at: <http://apps.medical.washington.edu/TERIS>

1.3. UW reserves all rights not expressly granted to Subscriber under this Agreement

### **2. Conditions**

2.1. Subscriber acquires no proprietary interest in TERIS. Subscriber shall not sublicense, sell, lend, rent, lease or otherwise transfer all or any part of TERIS.

2.2. Subscriber shall not remove or obscure rights management markings, such as copyright notices and patent numbers, from TERIS or printouts from TERIS.

2.3. Subscriber may print, or copy and paste the Summaries into other documents without modifying the content of the Summaries, provided such Summaries are primarily for use by Subscriber’s internal use and provided that the Summaries are not a substantial portion of TERIS.

2.4. Subscriber shall not download substantial portions of TERIS for any purpose, including local storage or use. Subscriber shall not access, download, retain, or reproduce substantial portions of TERIS, whether by automated polling systems, manual execution of sequential queries, or any other means.

2.5. Subscriber shall not access TERIS or provide information from TERIS for any patient treatment.

2.6. Subscriber shall notify in writing each Subscriber of the disclaimers provided in this Agreement regarding information contained in TERIS and restrictions for purpose of access to TERIS.

2.7. Subscriber acknowledges that TERIS is the intellectual property of UW and Subscriber shall cite TERIS copyright in all Summaries and/or in any reference to the Summaries.

2.8. Subscriber acknowledges that TERIS is for informational and educational purposes only and is not a substitute for the professional judgement of the Subscriber. SUBSCRIBER'S RELIANCE UPON TERIS IS SOLELY AT SUBSCRIBER'S OWN RISK.

### **3. Delivery**

3.1. UW shall provide Subscriber access to TERIS by providing to the Subscriber a password and website URL for TERIS within 5 business days of UW's receipt of Subscriber's License Fee.

3.2. If an additional technical contact is required by Subscriber, please provide this information to TERIS at: [teris@uw.edu](mailto:teris@uw.edu).

### **4. Payment**

Subscriber shall pay to UW the License Fee due upon Subscriber's execution of this Agreement which is not refundable ("License Fee").

License Fees:

\$250 Individual or Single Healthcare Practitioner

\$500- 2-4 Practitioners (Covers practice as a whole)

\$1,000- 5-9 Practitioners (Covers practice as a whole)

\$1,500- 10+ Practitioners (Covers practice as a whole)

### **5. Term**

This Agreement shall expire 1 year from Effective Date and may be renewed annually, provided UW sends Subscriber an invoice for 1 year of service and Subscriber's timely payment of the invoice is received by UW within 30 days of the date of the invoice.

### **6. Termination**

6.1. Provided the Subscriber has paid the License Fee, Subscriber may terminate this Agreement at any time upon 30 days written notice to UW. UW shall not refund to Subscriber any portion of License Fee received by UW for early termination.

6.2. Termination of this Agreement shall result in termination of all rights and permissions granted to Subscriber under this Agreement. Upon termination of this Agreement, Subscriber shall destroy all copies and versions of TERIS in Subscriber's possession or control, and Subscriber will provide certification that the obligations of termination have been complied with.

6.3. UW may terminate this Agreement upon notice if Subscriber is in breach of this Agreement and fails within 30 days of a written demand for performance to cure such breach. After such notice period elapses, this Agreement will by default be terminated. The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either Subscriber or UW may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy each Party may have.

## **7. Feedback**

Subscriber hereby authorizes UW to contact the Subscriber, at mutually convenient times, to request Feedback on use of TERIS to assist in UW's continuing development of TERIS ("Feedback"). The timeliness and scope of the Feedback shall be at the sole discretion of UW. Subscriber agrees UW is permitted to use the any Subscriber-provided Feedback at no charge or royalty in making changes to TERIS.

## **8. Disclaimers**

8.1. TERIS has been developed as part of research conducted at UW and is made available "AS IS," without obligation by UW to provide accompanying services or support. The entire risk as to the quality and performance of TERIS is with Subscriber. Should TERIS not work properly or be inappropriate for Subscriber purposes, Subscriber's sole remedy is to discontinue its use immediately and terminate this Agreement. Subscriber acknowledges that TERIS is for informational and educational purposes only and is not a substitute for the professional judgment of Subscriber. **SUBSCRIBER'S RELIANCE UPON TERIS IS SOLELY AT SUBSCRIBER'S OWN RISK.**

**8.2. TERIS IS PROVIDED "AS IS" AND THE UW DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, AND MAKES NO REPRESENTATIONS CONCERNING TERIS AND ANYTHING ELSE DELIVERED OR OTHERWISE PROVIDED TO SUBSCRIBER UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**8.3. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL UW BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGES ARISING IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED IN THIS AGREEMENT, AND IN NO EVENT SHALL UW BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, INVENTORY LOSS, WORK STOPPAGE, LOST DATA OR ANY OTHER RELIANCE OR EXPECTANCY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND INCURRED BY SUBSCRIBER IN CONNECTION WITH THIS AGREEMENT. SUBSCRIBER HEREBY RELEASES UW, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, FACULTY, AND STUDENTS FROM ALL CLAIMS RELATING TO THE FOREGOING.**

8.4. Subscriber acknowledges that the intended audience for TERIS is educators, researchers, healthcare and occupational and industrial professionals knowledgeable in drug interactions, and no use by patients

is intended or allowed by this Agreement.

## **9. Indemnification**

Subscriber shall defend, indemnify and hold harmless UW, and its officers, TERIS developers, employees, students, and agents, against any and all claims, suits, losses, damages, costs, fees, and expenses by Subscriber or any third party resulting from Subscriber's possession and/or use of TERIS, including but not limited to any damages, losses, or liabilities whatsoever with respect to death or injury to any person and damage to any property. This indemnification clause shall survive the termination of this Agreement.

## **10. General**

10.1. This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Washington, United States. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington, U.S.A. Subscriber accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts. The application of the United Nations Convention for contracts for the International Sales of Goods is hereby expressly excluded.

10.2. Notices hereunder shall be delivered by hand, air courier express or certified mail with return receipt requested to the address of the Subscriber, and shall be deemed delivered 3 days after mailing. Notices to UW shall be made to the following address:

UW:ATTN: Director, Innovation Development , University of Washington, 4545 Roosevelt Way NE, Suite 400, Seattle, WA 98105-4608

10.3. No omission or delay of either party hereto in requiring due and punctual fulfilment of the obligations of any other party hereto shall be deemed to constitute a waiver by such party of its rights to require such due and punctual fulfilment, or of any other of its rights hereunder. Amendments to this Agreement must be in writing, reference this Agreement, and signed by duly authorized representatives of UW and Subscriber. Headings are provided for convenience only and shall not be referenced when interpreting the provisions of this Agreement.

10.4. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

10.5. This Agreement and the rights and benefits conferred upon Subscriber hereunder may not be assigned or otherwise transferred by Subscriber without the prior written consent of UW. This Agreement may be assigned by UW.

10.6. Failure of UW to perform or delay in the performance of UW's obligations under this Agreement due to any cause or event not reasonably within UW's control, including but not limited to casualty, labor disputes, failure of equipment, compliance with government authority or Act of God, shall not constitute a breach of this Agreement, and UW's performance shall be excused during such delay.

10.7. This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof.

This Agreement may be executed by facsimile and in identical counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile, scanned, or photocopied signature (and any signature duplicated in another similar manner) identical to the original will be considered an original signature.

UW and Subscriber have executed this Agreement by their respective duly authorized representatives on the dates given below.

**Signatures**

**For University of Washington**

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

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

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

Date: \_\_\_\_\_

**For Subscriber**

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

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

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

Date: \_\_\_\_\_

**Licensee Information**

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

Organization: \_\_\_\_\_

Address:

\_\_\_\_\_

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

Phone: \_\_\_\_\_

**Pricing Information: Fill in license fee that applies.**

**1 Practitioner 2 - 4 Practitioners 5 - 9 Practitioners 10 - 20 Practitioners**

\$250.00

\$500.00

\$1,000.00

\$1,500.00

Total Fee

Billing Address if different than Organization address above:

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