



## INDIVIDUAL LICENSE AGREEMENT

The following provisions govern the use of GIDEON services by GIDEON subscribers. In order to access the GIDEON Service (the “GIDEON Service” or the “Service”), the subscriber must agree to the following terms and conditions:

## BINDING TERMS AND CHANGES

GIDEON INFORMATICS, INC (“GIDEON”) is an electronic publisher providing medical information and decision support to our subscribers. By becoming a subscriber, completing the online registration process and clicking the “Accept” button, and using our service, you are indicating that you agree to be bound by all of the terms in this Subscriber Agreement (the “Agreement”).

GIDEON may change the terms in this Agreement at any time with or without notice. You are responsible to continue to review this agreement periodically for any changes or updates. Your continued use of the Service after the inclusion of any changes shall be construed as your acceptance of the updated agreement terms. If you do not agree to the changes, you may cancel your subscription to the GIDEON service.

GIDEON may change the fees charged for the Service. When fees are changed, GIDEON will notify you by e-mail or online postings. The fee options available to you will be presented within the Service. In order to continue your access to the Service you will need to select one of the available fee options. If you do not select one of these options, your subscription to the GIDEON Service will be terminated at the end of the subscription term then in effect.

## USE OF SUBSCRIBER INFORMATION

By entering into this Agreement, you also are agreeing that GIDEON may store the information you provided as part of the registration process and use aggregate statistical information about our subscribers in marketing our services, and to protect the security or integrity of the GIDEON Service. No one other than GIDEON or its employees, consultants

or advisors will receive your name, address, phone number, e-mail address, or other specific personal identifying information without your express prior consent, unless required by law.

You also agree and authorize that GIDEON may use the information you provide to contact you via email or online postings in order to: fulfill and to respond to your requests for information or services, and to inform you about new features, functionality, or options related to the GIDEON Service. You may choose not to receive such information and/or to permit us to use your information in this manner by simply notifying us at [www.GIDEONonline.com](http://www.GIDEONonline.com), or through other means provided within communications you receive.

## COPYRIGHTS AND LIMITATIONS ON USE

The information available through our services is the sole and exclusive property of GIDEON (or its subsidiaries, affiliates or designees) and is protected by copyright and other intellectual property laws.

GIDEON grants you a non-transferable, non-exclusive right and revocable license to use the GIDEON Service according to the terms and conditions set forth in this Agreement. Except as expressly granted by this Agreement, you acquire no right, title or license in the content or data incorporated in the GIDEON Service.

GIDEON information may not be reproduced, retransmitted, stored, distributed, disseminated, sold, published, broadcast or circulated in any medium to anyone, including but not limited to others in the same company or organization, without the express prior written permission of GIDEON, except as otherwise expressly permitted under fair use provisions of U.S. Copyright Law. Fair use provisions of U.S. Copyright Law permit reproduction of single copies of copyrighted material for your personal, non-commercial and private use. In determining whether the use made of copyrighted material is "fair use", one factor to be considered includes the amount and substantiality of the portion used in relation to the copyrighted material as a whole. In the event of any permitted use of copyrighted material, no modifications shall be made without written authorization from GIDEON. Any requests for permission may be sent to: GIDEON, 8721 Santa Monica Blvd Suite 234, Los Angeles, CA 90069, USA, (fax) +1 413-487-9264, (email) [sales@gideononline.com](mailto:sales@gideononline.com). You may not use the facilities and/or services of GIDEON to publish or distribute any information (including software or other content) which is illegal, which violates or infringes upon the rights of any other person, which would be abusive, profane, pornographic, or sexually offensive to an average person, or which contains errors. GIDEON may at any

time exercise editorial control over the content of any information which is distributed through its facilities and/or services. You may not, without the approval of GIDEON, use its facilities and/or services to publish or distribute any advertising, promotional material, or solicitation to other subscribers to use any goods or services. For example, you may not use the facilities and/or services of GIDEON to conduct any business, to solicit the performance of any activity which is prohibited by law, or to solicit other subscribers to become subscribers of other information services. Similarly, you may not use the facilities and/or services of GIDEON to download and redistribute public information or shareware for personal gain or use the facilities and/or services to distribute multiple copies of public domain information or shareware.

Subscribers are not permitted to download excessive portions of GIDEON information. The use of robots and all automated downloading programs are prohibited. GIDEON shall take all reasonable steps to cease such excessive and unauthorized activity and to prevent any recurrence thereof, including terminating your access to the GIDEON Service.

## **FEES AND PAYMENTS**

You agree to pay all charges incurred in connection with your user name and password for the GIDEON Services (including any applicable taxes) at the rates in effect when the charges were incurred. GIDEON may change the Subscriber Fees and charges then in effect, or add new charges, by posting such information on the GIDEON website.

All charges incurred in connection with your user name and password will be billed to the credit card you designate. GIDEON SHALL NOT BE LIABLE FOR ANY AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY, WHICH WERE NOT AUTHORIZED BY YOU.

You also are responsible for any charges incurred to access the GIDEON Service, such as telephone and other equipment charges, and fees charged by an Internet access provider or other third party service. You are also responsible for any applicable taxes relating to your use of the services.

By entering into this agreement, you acknowledge that the GIDEON Service is for your exclusive use only. Use or sharing of passwords by non-subscribers is prohibited. Failure to comply will result in immediate suspension of your account.

## **DISCLAIMER OF WARRANTIES AND LIABILITY**

GIDEON selects what we believe to be the most outstanding and credible medical material for inclusion in its Service. The editors consult only sources they deem reliable and competent. However, there may be delays, omissions or inaccuracies in such information. This information is not intended to replace professional medical advice and should not be used as the sole basis of diagnosis or therapy.

The GIDEON Service may include facts, views, opinions and recommendations of individuals and organizations which we believe may be of interest to our subscribers. GIDEON does not guarantee the accuracy, completeness or timeliness of, or otherwise endorse, these views, opinions or recommendations.

GIDEON assumes no liability to patients with respect to the actions of physicians, health care facilities and other users, and is not responsible for any injury, death or damage resulting from the use, misuse or interpretation of information obtained through this program. Therapeutic options listed by the program are limited to published studies and reviews. Therapy should not be undertaken without a thorough assessment of the indications, contraindications and side effects of any prospective drug or intervention. Furthermore, the database is largely derived from incidence and prevalence statistics whose accuracy will vary widely for individual diseases and countries. Changes in endemicity, incidence, and drugs of choice may occur. The list of drugs, infectious diseases and even country names will vary with time. Although we endeavor to include such new information on a timely basis, a delay cannot be avoided.

NEITHER GIDEON NOR ANY OTHER PARTY OR ANY MEDICAL SOCIETY MAKES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE WHICH IS LICENSED "AS IS". GIDEON AND ITS AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF INFORMATION AVAILABLE THROUGH GIDEON. YOU ASSUME ALL RISK AS TO THE QUALITY, FUNCTION AND PERFORMANCE OF THE LICENSED MATERIALS. NEITHER GIDEON NOR ANY OF ITS AFFILIATES, AGENTS OR LICENSORS SHALL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY, CAUSED IN WHOLE OR PART BY ITS ACTIONS (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR CONTINGENCIES BEYOND ITS CONTROL) IN PROCURING, COMPILING, INTERPRETING, REPORTING OR DELIVERING INFORMATION THROUGH GIDEON. IN NO EVENT WILL GIDEON, ITS AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH INFORMATION. GIDEON AND ITS AFFILIATES, AGENTS AND LICENSORS SHALL NOT BE LIABLE TO YOU OR

ANYONE ELSE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIABILITY OF GIDEON, ITS AFFILIATES, AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) IN ANY WAY CONNECTED WITH THE INFORMATION PROVIDED BY GIDEON SHALL NOT EXCEED THE AMOUNT YOU PAID TO GIDEON FOR THE INFORMATION.

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 which vary from state to state.

GIDEON neither endorses nor takes responsibility for any products, goods or services offered by outside vendors through our services or advertised on our system.

## **SYSTEMS RELIABILITY AND FORCE MAJEURE**

GIDEON will make every reasonable effort to keep the Service available 24 hours a day, seven (7) days a week and to maintain saved information. However, there may be times when availability may be limited and/or information may be lost. GIDEON shall not be liable for non-availability of the Service or lost information.

Except as to payment obligations, neither party shall be liable or considered in default under this Agreement when the delay of performance is caused by circumstances beyond its reasonable control, including failure of suppliers, licensors, subcontractors, and carriers, acts of civil or military authorities, national emergencies, fire, flood, acts of God, insurrection, and war, provided the party involving this section immediately provides notice thereof to the other and does everything reasonably possible to resume its performance thereunder.

## **TERMINATION AND GENERAL PROVISIONS**

Your subscription will continue until terminated by GIDEON or until you notify GIDEON by telephone, electronic mail, or via means provided within the Service of your decision to terminate your subscription. GIDEON may discontinue or change the Service, or its availability to you, at any time, and you may always terminate your subscription at any time.

This Agreement is personal to you, and you may not assign your rights or obligations to anyone.

If you elect to cancel your subscription, the cancellation will be effective on your next monthly subscription anniversary date. The monthly subscription anniversary date is the day-of-the-month on which you subscribed to the Service. Annual subscribers will receive a pro-rata refund for any unused portion of the subscription, (from the effective date of cancellation to the normal end date of the subscription.) This pro-rata amount will be credited to the credit card to which your subscription is charged.

## LINKS

The website may contain links to other websites or resources. You acknowledge and agree that GIDEON is not responsible or liable for (i) the availability or accuracy of such websites or resources; or (ii) the content, advertising, or products on or available from such websites or resources. The inclusion of any link on the website does not imply that we endorse the linked site.

Subscribers who use foul language, communicate inappropriately, download material for any use other than your own non-commercial use, fail to pay or attempt to subvert the GIDEON system and/or services shall have their accounts terminated without compensation.

Neither failure nor delay on the part of any party to exercise any right, remedy, power or privilege hereunder nor course of dealing between the parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege. No term of this Agreement shall be deemed waived, and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of any rights or consent to any breaches shall constitute a waiver of any other rights or consent to any other breach.

## INDEMNIFICATION

You agree to defend, indemnify, and hold harmless GIDEON, its officers, directors, employees, consultants, agents, co-branders or other partners, from and against any claims, actions, liability, damages and/or demands, including without limitation reasonable legal and accounting fees, made by any third party due to or resulting from your use of the Service; your connection to the Service; your violation of the rights of others, this Agreement or any intellectual property or other right of any person or entity; and any

intellectual property infringement by any other user of your account. This Agreement will inure to the benefit of GIDEON's successors, assigns and licensors.

If any provision in this Agreement is held invalid or unenforceable under applicable law, it shall be deemed omitted and the remaining provisions shall continue in full force and effect.

This Agreement, your rights and obligations, and all actions contemplated by this Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of California, as if the Agreement was a contract wholly entered into and wholly performed within California, without regard to the principles of conflict of laws. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

I HAVE READ AND UNDERSTAND THIS SUBSCRIBER AGREEMENT AND AGREE TO BE BOUND BY ALL OF THE TERMS.