

English	Portuguese
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August 25, 2015	25 de Agosto de 2015
Dr. Marcelo Rabahi	Dr. Marcelo Rabahi
Instituto de Desenvolvimento tecnológico e Humano - IDETECH	Instituto de Desenvolvimento tecnológico e Humano - IDETECH
Rua 01, N° 60 Setor Oeste Goiânia - GO - 74115-040 Brazil	Rua 01, N° 60 Setor Oeste Goiânia - GO - 74115-040 Brazil
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<p>Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.</p>	<p>obrigado a divulgar alguma informação Confidencial, antes de tal divulgação, você deverá (i) notificar imediatamente a UpToDate antes da divulgação para permitir que a UpToDate tenha oportunidade de contestar a divulgação, (ii) declarar a natureza privilegiada e confidencial das informações Confidenciais e (iii) cooperar plenamente com a UpToDate na proteção contra qualquer tipo de divulgação e/ou na obtenção de uma ordem de proteção reduzindo o âmbito dessa divulgação e/ou uso das informações Confidenciais. Se essa proteção não for obtida, você deverá divulgar a informação Confidencial apenas na medida necessária para respeitar as exigências legais aplicáveis.</p>
<p>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.</p>	<p>Geral O presente Acordo será regido e interpretado de acordo com as leis do Estado de Massachusetts, EUA, sem considerar seus princípios de conflitos de lei ou a Convenção das Nações Unidas sobre Contratos de Compra e Venda Internacional de Mercadorias. Cada parte se submete à jurisdição exclusiva dos tribunais estaduais e federais localizados em Boston, Massachusetts.</p>
<p>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, Inc. Either party's waiver of any right shall not constitute waiver of that right in the future.</p>	<p>Se alguma disposição deste Acordo for considerada inválida ou inexecutável em qualquer lei aplicável, será omitida, e as disposições restantes permanecerão em pleno vigor e efeito. Este acordo pode ser modificado somente por escrito e assinado por seus representantes autorizados e pela UpToDate, Inc. A renúncia de qualquer das partes de algum direito não constitui renúncia a esse direito no futuro.</p>
<p>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.</p>	<p>Este Acordo constitui o entendimento entre as partes com relação ao assunto em questão, e todos os acordos, representações, declarações e compromissos anteriores, verbais ou escritos, serão expressamente substituídos e cancelados nos termos do presente instrumento.</p>
<p>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.: 001-00-32165090 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."</p>	<p>Se Você usa ordens de compra em conjunto com este Acordo, Você concorda que a seguinte declaração automaticamente fará parte dessas ordens de compra: "Os termos e condições estabelecidos no Contrato nº 0010021734852 da UpToDate fazem parte desta ordem de compra e substituem todos os termos e condições, expressos ou implícitos, desta ordem de compra, incluindo suas renovações."</p>

Contract No.: 001-00-32165090

August 3, 2015

Dr. Marcelo Rabahi
Instituto de Desenvolvimento Tecnológico e Humano - IDTECH
Rua 01, nº. 60, Setor Oeste
Goiânia, GO 74115-040
Brazil

Dear Dr. Marcelo Rabahi,

This letter represents the Addendum of the contract between UpToDate, Inc. and Instituto de Desenvolvimento Tecnológico e Humano - IDTECH.

ADDENDUM

For good and valuable consideration, the receipt and sufficiency of which are severally acknowledged, this Addendum hereby modifies the Agreement (the "Agreement") of July 29, 2014 entered into between Instituto de Desenvolvimento Tecnológico e Humano - IDTECH ("You" or "Your") and UpToDate, Inc. for Your subscription to UpToDate® online.

UpToDate, Inc. and Instituto de Desenvolvimento Tecnológico e Humano - IDTECH agree as follows:

Subscription and Price

Subscription: The price for a one year Addendum "On-Site Only Subscription" to UpToDate is \$6,834.00 USD (plus tax where applicable). The subscription price must be paid within 30 days of the effective date of this Addendum. This quote is valid for 60 days from the date of this letter and is confidential.

Term: The term of the subscription under this Addendum is effective as of September 1, 2015 and ends as of August 31, 2016.

On-Site Only Subscription Features

- Multiple simultaneous users have immediate access to UpToDate from any web-enabled computer within Your institution's Designated Sites.
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Confirmation of Your Information

Operating Statistics

We base the price for an annual On-Site Only Subscription to *UpToDate* on the following statistics:

<u>Institution</u>	<u>Beds</u>
Hospital Alberto Rassi – HGG	
Total	190

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177.0.87.114 - 177.0.87.114
177.206.131.247 - 177.206.131.247
177.43.90.78 - 177.43.90.78

You represent and warrant that: (i) the statistics set forth above are accurate and complete figures covering all of the Designated Sites; (ii) You have the technical capability to ensure that Authorized Users may only Access the Licensed Materials when such users are physically within the confines of the Designated Sites; (iii) the IP Addresses above or UpToDate provided Security Agent are only accessible by Authorized Users while such users are physically located within the Designated Sites; and (iv) You will actively enforce the prohibition against Off-Site Access and promptly inform UpToDate, Inc. of any breaches of such prohibition.

Terms and Conditions

Unless modified herein all other terms and conditions of the original Agreement and Subscription License Agreement dated July 29, 2014 remain unchanged and in effect for the term of this Addendum.

Addendum Confirmation

To confirm Your acceptance of this Addendum, please sign this Addendum in the space below and return it to us. Your renewal will be processed immediately and an executed copy will be returned to You.

Your account manager, Francisco Carrieri, will call you shortly to answer any questions that you might have and to discuss the next steps.



Sincerely,



8/3/2015 12:02 PM

Finance – Contract Administration
UpToDate, Inc.

Accepted and Agreed to this 03 day of OCTOBER, 2015 on behalf of Instituto de Desenvolvimento Tecnológico e Humano - IDTECH.

By: _____

Printed Name: _____

Title: _____

Accepted and Agreed to this ____ day of _____, 2015 on behalf of UpToDate, Inc.

By: _____

Printed Name: _____

Title: _____

UpToDate, Inc.



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"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.

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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, Inc. 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. 001-00-32165090 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."