



Toronto General Hospital • Toronto Western Hospital • Princess Margaret Hospital • Toronto Rehabilitation Institute

**Virtual Interactive Case System Software
Order Form & License Agreement (“Agreement”)**

Product: Virtual Interactive Case (VIC) System Software

Product Components: VIC Editor
(in “zip file” format) VIC Player and preloader
Editable Template case
VIC Library with language files and a selection of context images

System Requirements: Product use requires installation of Adobe AIR for the VIC Editor and Adobe Flash browser plug-in for the VIC Player (not provided).

Terms and Conditions: See Schedule A.

License Fee: \$5,000.00 CAD (per site)

Licensee:

Licensee Site: _____

Contact: Name: _____

Address: _____

City: _____ **Province/State:** _____

Country: _____ **Postal/Zip code:** _____

Email Address (for delivery): _____

By executing this Agreement, the Licensee has agreed to the Terms and Conditions set out in Schedule A in respect of the license and use of the Product.

Authorized Licensee signature: _____ **Date:** _____

Name: _____

Title: _____

Submit Order Form to: Gordon Tait, PhD
Manager, Perioperative Interactive Education
Department of Anesthesia and Pain Management
Toronto General Hospital
200 Elizabeth St.
Toronto, ON, M5G 2C4
Canada
Phone: (416) 340-4800 ext 6010
Fax: (416) 340-3698
E-mail: gtait@uhnres.utoronto.ca

With a copy to (and for payment): Ms. Cheryl Szombati
University Health Network
Technology Development & Commercialization
101 College Street – Suite 150
Heritage Building – MaRS Centre
Toronto, ON, M5G 1L7
Canada
Phone: (416) 581-7400
Fax: (416) 977-4765
E-mail: cszombati@uhnresearch.ca

SCHEDULE A – Terms & Conditions

LICENCE: Subject to these Terms and Conditions, University Health Network (“UHN”) grants to Licensee the non-exclusive, non-transferable and non-sublicensable (other than as specifically stated below in respect of Licensee’s authorized end-user(s)), perpetual right to use the Product for educational or academic research purposes. **The Product shall not be used for or in the diagnosis, monitoring or treatment of human patients.**

TITLE: The Product (which includes the Product Components individually) is owned by UHN and will remain the sole and exclusive property thereof, including any related copyright, trademark and patent rights.

PRICE AND PAYMENT: The License Fee includes all costs relating to the delivery of Product. The License Fee is due and payable prior to shipping/delivery of Product.

USE OF PRODUCT: Licensee may make unlimited copies of the VIC Editor and the Editable Template Case for its internal use of Product in the creation/generation and editing of VIC Case Files. Licensee may make copies of the (a) VIC Player and preloader, (b) VIC Library files/images, and (c) Product documentation, as reasonably required for use of VIC Case Files by Licensee’s authorized end-user(s). A “Licensee’s authorized end-user(s)” is defined as an employee, clinical staff member, researcher, student, or trainee of a Licensee.

The Product may not be modified, reverse engineered, de-compiled or disassembled in any manner whatsoever. The Product shall not be used for any commercial purpose without the express consent of UHN.

VIC CASE FILES: All VIC Case Files shall be solely owned by Licensee. The further dissemination or sharing of such VIC Case Files shall remain in the discretion of Licensee.

PRODUCT UPDATES/UPGRADES: Minor updates and “bug fixes” to Product (but not Product version upgrades) will automatically be made available to Licensee without charge for a one year period following the initial licensing of Product. Subsequent Product version upgrades will be made available to Licensee at a fifty percent (50%) discount on the applicable License Fee associated with the particular Product version upgrade. UHN shall not be responsible for the provision of any updates or “bug fixes” to any outdated or previous Product versions, however UHN may provide such updates or “bug fixes” in its sole discretion.

PRODUCT SUPPORT: UHN shall provide Licensee with support on the use of Product for a one year period from the initial date of Product licensing. This support shall be on a “train the trainee” basis, with UHN training one representative of Licensee (for a maximum of one half day at UHN) in the use of Product. All Product-related support calls to UHN shall be coordinated through this Licensee representative.

LICENSEE ASSURANCES: Licensee shall ensure that its authorized end-users of Product abide by these Terms and Conditions. Licensee shall assume all liability for the use of Product and VIC Case Files by its authorized end-users.

LIMITED WARRANTIES: UHN warrants the Product will perform in substantial accordance with UHN published technical specifications for a period of 90 days from the date of purchase. This warranty is void if failure of the Product is a result of accident, abuse or misapplication. UHN’s sole liability and Licensee’s exclusive remedy under this Agreement for failure to meet this warranty shall be, at UHN’s option on confirmation of payment of License Fee by Licensee, either to (a) return the License Fee, or (b) replace Product, or (c) provide support for the Product. Any replacement Product will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

NO OTHER WARRANTIES: UHN disclaims all other warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the Product and any accompanying written materials.

NO LIABILITY FOR DAMAGES: In no event shall UHN be liable for any damages whatsoever arising out of the use of, or inability to use, the Product and VIC Case Files by Licensee and its authorized end-users, even if any such party (i.e. Licensee, authorized end-users) has been advised of the possibility of such damages. In no event will UHN’s total liability to Licensee for all damages in any one or more causes of action, whether in contract, tort or otherwise, exceed the License Fee. Licensee shall assume all liability in respect of its (and its authorized end-user(s)) use of the Product, and all Licensee/authorized end-users information contained in or compiled by or otherwise created through/with the Product (including, without limitation, the VIC Case Files).

TRANSFER: UHN may transfer this Agreement, without notice to or consent of the Licensee, to an affiliate or successor of UHN.

TERMINATION: UHN may terminate this Agreement (and any license granted thereunder) at any time on Licensee’s (or an authorized end-user’s) breach of any of these Terms and Conditions.

GOVERNING LAW: This Agreement is governed by the laws of the Province of Ontario (Canada), and the federal laws of Canada applicable therein. Any questions concerning this Agreement should initially be forwarded to Gordon Tait (at the address first mentioned above).