



Proposal & Order Form (Organizational Site License)

April 6, 2023

The Regents of the University of California; University of California, San Diego
 The UCSD Library
 9500 Gilman Dr. La Jolla, CA 92093
 [Text deleted]

Proposal for Covidence Subscription

Thank you for your interest in Covidence, an online service dedicated to improving the production of systematic reviews so that decision-making can draw on the best available evidence. This proposal sets out our offer to provide access to Covidence to your organization's users, via a 'software as a service' subscription.

Customer group details	University of California, San Diego
Covidence access	<p>Access to Covidence for the customer's users, comprising:</p> <ul style="list-style-type: none"> • Creation of an Organizational Account "Departmental Tier 1 "up to 50 projects created annually" • Centralized Organizational Repository for completed reviews • Assignment of Account administrators • Unlimited Number of Reviews (Projects) • Unlimited Access (number of Users) • Unlimited number of Collaborators • Unlimited Priority Support services for all users • Administrative Portal for tracking and monitoring of organizational repository (reviews and authors) • Up to 3 customized Training Sessions Per Year • Referring URL for organizational home page
Subscription term	1 Year Term: April 15, 2023 – April 14, 2024
Fees	<p>[Text deleted]</p> <p>Access fee is due at time of signing. Fee is invoiced on signed order and payment is due 30 days after invoice. This pricing offer expires if the order is not signed before June 30, 2023.</p>

If the terms of this proposal (including the general terms on the following pages) are acceptable, please sign below and email back to phil@covidence.org. I will prepare an invoice and set up your account.

Regards,
 [Text deleted]

Accepted for the Customer:

Signed

[Text deleted]

Printed Name

AUL Scholarly Resources and Services

Title

4/11/2023

Date

Accepted on behalf of Covidence:

Signed

[Text deleted]

Printed Name

Director, Institutional Site Licensing

Title

20-Apr-2023

Date

Covidence – Customer Terms

Covidence is developed and provided by **Veritas Health Innovation Ltd**, an Australian not-for-profit company (referred to below as **us** or **we**). The Customer is the University, company or other organization named in the proposal (referred to as **you**). By giving you this proposal, we offer to give your Users access to Covidence on the terms below. By signing this proposal, you accept that offer.

1. Contract

1.1 Once accepted, this proposal creates a contract between us, which covers Covidence and any related services we offer you. This proposal contains everything we have agreed about Covidence and what we will provide to you, and you are not relying on anything else we have said which is not stated in this proposal. This proposal overrides any other terms and conditions (including, for example, standard terms referred to in your purchase order or other document).

2. Definitions

Terms defined in the proposal have the same meaning when used in these terms. In addition, the following terms have the following meanings:

Covidence means the Covidence online systematic review platform accessible to Users via covidence.org.

Intellectual Property means all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, databases, registered or unregistered trademarks, brand names, business names, domain names and other forms of intellectual property.

Intellectual Property Rights means, for the duration of the rights in any part of the world, any moral rights, industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property, applications for the registration of any Intellectual Property and any improvements, enhancements or modifications to any Intellectual Property registrations.

Review means a systematic review created in Covidence.

Review Data means data used in Reviews that is uploaded or input into Covidence by a User, including citations, inclusion and exclusion decisions, risk of bias assessments, characteristics of studies, results data and process data; but does not include derivative data such as analytics or data generated by Covidence.

Term means the term set out in the proposal.

Terms of Service means the terms on which Veritas makes Covidence available to all Users of the software, as varied by Veritas from time to time.

User means any registered user of Covidence.

3. Accessing and Using Covidence

3.1 Subject to the other terms of this contract, during the Term we will give you and your Users access to use Covidence. Your access is subject to the restrictions (if any) set out in the proposal (such as the number of Users, Reviews or sites). The Fee you pay us covers your authorized Users (i.e. Users from your own organization); we will not charge your Users a separate access or usage fee.

3.2 In order to access Covidence, each User must register by giving us information we ask for, including a valid email address, and must accept our Terms of Service.

3.3 You agree to take reasonable steps to prevent unauthorized access to Covidence and to notify us promptly of any known or suspected unauthorized or wrongful use of Covidence.

3.4 You must not: (a) use Covidence for service bureau or time-sharing purposes or in any other way allow third parties (who are not authorized Users) to exploit Covidence; (b) provide Covidence passwords or other log-in information to any third party (other than authorized Users); (c) share non-public Covidence features or content with any third party; or (d) access Covidence in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of Covidence, or to copy any ideas, features, functions or graphics of Covidence. If we suspect any breach of this clause, we may suspend your access to Covidence.

4. Covidence software-as-a-service (SaaS)

4.1 We will use all commercially reasonable efforts to: (a) continue to make Covidence available to you and your Users; (b) provide you and your Users with support services comprising: (i) online technical support; and (ii) revisions and enhancements to Covidence as and when they are made generally available. We will provide the support services in the manner as published on covidence.org and/or notified to Users from time-to-time.

4.2 We will use all commercially reasonable efforts to provide access to Covidence with reasonable levels of reliability and uptime, however you acknowledge that: (a) use of Covidence depends on third-party services, including telecommunications and web hosting; (b) we do not warrant that access to or use of Covidence will be uninterrupted or error-free; and (c) we are not

responsible if you or Users suffer loss because of interruptions to the availability of Covidence.

4.3 Covidence is a cloud-based solution hosted by us (or our service providers) and is not installed locally on your or User's systems. As a hosted and managed service, we reserve the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter Covidence. We will not do this in a way that would intentionally cause Users to lose access to Review Data or fundamentally decrease the usefulness of Covidence to the Users.

4.4 Where we contract with a third party for them to host Covidence, we will ensure we have a written agreement with the third party which includes terms requiring them to protect any of your confidential information or Users' personal data, to the same extent of our obligations under this contract.

5. Fees

5.1 You agree to pay us the Fees in the proposal, within 30 days of our invoice. Unless specified otherwise in the proposal, all Fees are payable annually in advance, from the start of the Initial Term. No refunds of Fees are offered other than as required by law. If your payment is overdue, we may suspend access to Covidence for you and your Users, by giving you at least two weeks' notice.

5.2 If the Fees are based on a variable or maximum number of Users, Reviews/Projects or other metric as set out in the proposal, and you exceed the maximum level/s, then you will pay our then-current Fees for the additional Users (or other metric).

5.3 The Fees are quoted exclusive of all taxes, duties and charges. If any tax is imposed, we will increase the invoiced amount to take account of any such taxes and will show the tax separately on our invoices.

6. Review Data

6.1 Under our Terms of Service, Users retain ownership rights in their own Review Data, and they grant to us a license to use their Review Data for agreed non-commercial purposes. Consistent with that license, we now grant to you a royalty-free and worldwide license to use, copy, modify and distribute Review Data of your organization's Users, to the extent needed for you to manage how your organization's Users access and use Covidence (but not to commercially exploit the Review Data). Your license continues so long as any of your Users have access to their Review Data on Covidence.

6.2 The input and output formats to transfer data in and out of Covidence are limited to those available from time-to-time. You acknowledge that it is the

User's responsibility to ensure that those formats are appropriate for their needs.

6.3 You acknowledge that: (a) your Users are responsible for the accuracy, quality and legality of any content they upload to Covidence, and for who they allow to create, access and/or use their Review Data; (b) we are not liable for the content of Review Data; and (c) Users are responsible for regularly exporting their Review Data as a backup mechanism.

6.4 If we believe that publication of any Review or Review Data may breach any third-party Intellectual Property Rights or other legal rights then we may prevent publication.

7. Privacy & Data Security

7.1 If we have access to personal data of Users, then we will collect, use and store that data according to our then-current Privacy Policy; and according to any applicable privacy or data protection laws.

7.2 We will take commercially reasonable steps to ensure that; (a) data on Covidence is stored, backed up and transmitted according to generally accepted industry standards (including for security); and (b) your Users' Review Data is backed up and available for download by them. If the User wants to work on or in any way modify the Review Data, then you will need to restart your subscription, or the User pay for their own account. However we do not promise that we can recover all of a User's Review Data from a specific period of time.

7.3 You accept that, as with all cloud based solutions, there is always a small risk of unauthorized disclosure or exposure of User data. We can't guarantee that your data (or User data) will not be exposed or disclosed through errors or the actions of third parties outside our control.

7.4 If you suffer loss or damage to your data (or User data) because we breach this contract or are negligent, then we will use reasonable commercial endeavors to restore the lost or damaged data from our back-ups; but we are not liable to you for damages for the lost or damaged data.

8. Intellectual Property

8.1 You acknowledge that Covidence is our Intellectual Property. This contract gives you the right to access the Covidence service but does not give you (or Users) any Intellectual Property license or rights in Covidence. You agree that your Users must not; (a) copy Covidence or the services that it provides for the User's own commercial purposes; or (b) copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture or algorithms contained in Covidence.

- 8.2 All content on Covidence (except Review Data) remains our Intellectual Property, including any source code, analytics, insights, aggregations, ideas, enhancements, feature requests, suggestions or other information provided by you or Users. we must give you at least three months' notice, and refund any pre-paid Fees on a pro-rata basis.
9. **Liability**
- 9.1 You acknowledge that each User uses Covidence at their own risk, and we are not responsible for the activities of any User. Any conditions, warranties or other terms which are not stated in this contract or which might be implied or incorporated into this contract are excluded to the fullest extent allowed by law, including any implied terms about satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 9.2 **If you have any claim against us relating to Covidence or our services, whether based on warranty, contract, tort, negligence, breach of statute or anything else, then you agree that: (a) we will not be liable for any incidental, consequential or indirect damages, personal injury, death, damage to property, loss of property, loss or corruption of data, loss of profits, goodwill, bargain, reputation or opportunity, loss of anticipated savings or any other similar loss whether or not we knew or should have known about it; and (b) if we are found liable for direct damages, our liability is capped at the total of the Fees you paid us in the 12 months before the act or omission giving rise to the claim.**
10. **Term & Termination**
- 10.1 You may terminate your subscription at any time by giving us at least one week's written notice, however any pre-paid Fees are not refundable.
- 10.2 We may terminate (or, if we choose, suspend) your subscription by giving you written notice if:
- (a) One or more of your Users is in breach of the Terms of Service, or uses Covidence in a way which: harasses, defames, or defrauds a third party; breaches any law; or interferes with a third party's legal rights;
 - (b) You are in breach of any term of this contract which is not cured within two weeks of us giving notice (or which we reasonably believe cannot be cured);
 - (c) You become insolvent or bankrupt;
 - (d) Something happens outside our control which has the effect that we are unable to keep providing you with access to Covidence - in which case we must give you at least one month's notice, and refund any pre-paid Fees on a pro-rata basis; or
 - (e) We stop providing or supporting Covidence for our customers generally – in which case
- 10.3 When your subscription ends, your (and your Users') rights to access Covidence for the purpose of working on or in any way modifying the Review Data terminate. Users are still able to access Review Data for download for a reasonable time after termination. Termination does not affect any of the rights accrued by a party prior to termination, and the rights and obligations under clauses 6, 8, 9, 10 and 11 survive termination of this Agreement.
11. **General**
- 11.1 **Interpretation.** In this contract, words like *including, for example, such as* or similar expressions are to be interpreted as meaning *including, without limitation*. If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.
- 11.2 You hereby grants Veritas a perpetual, nonexclusive, worldwide license to use and display your trademarks, trade names and logos within Covidence for the purposes of customization, and in marketing and public relations materials, including the Covidence website, identifying you as a customer of Veritas. Veritas obtains no rights in your marks except for the limited right described in the preceding sentence, and you retain all right, title and interest in the your marks.
- 11.3 **Variation & Waiver.** No variation of this document will be of any force or effect unless it is in writing and signed by the parties to this document. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this document, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing.
- 11.4 **Assignment.** We may assign this contract as part of any corporate reorganization or sale of our assets or business, provided: (a) the assignee agrees in writing to assume all our obligations under this contract, and (b) we give you written notice of the assignment.
- 11.5 **Governing law.** This contract is governed by the laws of the **State of California, U.S.A.** Each of the parties submits to the non-exclusive jurisdiction of courts with jurisdiction there.