

THIS IS A CONTRACT. BY USING ONCOSIM YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Terms of Use Agreement (TOUA) relates to the use of OncoSim (the "Model") and related documentation. The term "Model" shall include the Model and any upgrades, modified versions or updates of the Model owned by The Canadian Partnership Against Cancer Corporation (the "Partnership"). OncoSim is a computer microsimulation model designed to make projections of the population health and economic impacts of cancer control programs in Canada. In this TOUA, "Organization" refers to the institution, company or other entity and its employees that use the Model on behalf of the Organization.

The Partnership reserves the right, at its discretion, to change or amend the TOUA 5 working days after having notified the Organizations at their most current email addresses. Should the new term(s) are not agreeable by the Organizations, the Partnership will accept termination of this mutual agreement without any penalties and/or liabilities on either party. By accepting this TOUA, the Organization is agreeing that in using the Model it will be bound by the following terms and conditions:

OWNERSHIP

1. The Model and all related documentation are and shall at all times remain the property of the Partnership. Nothing contained in this TOUA shall be deemed to convey to the Organization any title or ownership in the Model or the related documentation.

NO DISASSEMBLY

2. The Organization shall not reverse engineer, decompile or disassemble executable programs and object code files of the Model.

PUBLICATION BY THE USER

3. The Organization is permitted use of the Model for purposes that are of a not-for-profit nature. This permission includes the use of the Model in analyses and their internal and external reporting of results and conclusions, including the citation of supporting information extracted from the Model.
4. The Organization must notify the Partnership of any intended publications referring to or using the Model thirty calendar days prior to the publication date and/or twenty four hours prior to a media release via the email address: Oncosim@partnershipagainstcancer.ca.
5. The Organization may publish written reports analyzing the results of any use by the Organization of the Model pursuant to this agreement, provided always that each such report contains the following notice. In the following notice, the words "The Organization" should be replaced with the Organization's name as appropriate.

"This analysis is based on the Canadian Partnership Against Cancer's OncoSim model. OncoSim has been made possible through a financial contribution from Health Canada, through the Canadian Partnership Against Cancer. The assumptions and calculations underlying the simulation results were prepared by "The Organization" and the responsibility for the use and interpretation of these data is entirely that of the author(s)".

6. The Organization may make oral statements, to the media or otherwise, analyzing the results of any use by the Organization of the Model pursuant to this agreement, provided that the Organization shall use its best efforts to try to ensure that each statement includes a notice incorporating in all material respects the content of the notice for written reports set out in the preceding paragraph.

NO REPRESENTATIONS OR WARRANTIES

7. The Partnership makes no warranties, guarantees, or representations, express or implied, including but not limited to warranties of merchantability, fitness for intended use and fitness for any particular purpose, with respect to the database, the model, or the documentation.

NO DISTRIBUTION OR COMMERCIAL SALE

8. The Organization is not permitted to use any part of the content of the Model to develop or derive any product or service for distribution or commercial sale.

SUPPORT SERVICES

9. If the Partnership is specifically requested by the Organization to provide assistance and/or technical support to the Organization, such support will, at the Partnership's discretion, be provided and charged back to the Organization at a fee agreed by both parties prior to service delivered.
10. The Partnership reserves the right, at the Partnership's discretion, to prospectively charge an associated data storage cost from the Organization, thirty calendar days after being advised at the Organization's provided email contact information.

LIABILITY

11. The Partnership shall in no event be liable for any indirect, special, or consequential loss or damages arising from the use or inability to use the Model or the documentation even if the Partnership has been advised of the possibility of such loss or damage including, but not limited to, lost business revenue, failure to realize expected savings, or other commercial or economic loss of any kind. The Partnership shall not be liable for any claim against the Organization by any other party.
12. The Partnership shall not be liable to save and/or recover any saved or run scenarios or data.

INDEMNIFICATION

13. The Partnership and the Organization indemnify and save harmless each other, its directors, officers, employees, agents and other representatives from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, in any manner based upon, occasioned by or attributable to the use by the Organization of the database, the Model, or the documentation provided to the Organization pursuant to this agreement.

ENDORSEMENT

14. The Partnership does not endorse or recommend any information, drugs, therapies, treatments, products, processes, or services.

TERMINATION

15. The terms of this TOUA shall begin on the date of acceptance by the Organization and shall continue until the end of the Partnership's mandate (March 31, 2017) or until terminated by the Partnership or by the Organization whichever occurs first. The Partnership reserves the right to terminate the Organization without cause upon giving a two-week notice.

PRIVACY

16. The Partnership is committed to respecting the personal privacy of the Organization. The privacy practices that apply to the Model can be found at <http://www.partnershipagaincancer.ca/privacy-policy/>

SECURITY

17. The Organization will be issued a username and password for the Model. The Organization shall not provide the username or password to any other person and shall be personally responsible for any damages or costs incurred by the Partnership in correcting any problems which may arise from such action. The Partnership shall

have the right, in its sole discretion, to terminate the username and password of the Organization in any case where the Partnership believes that this section has been breached by the Organization or in the event there is a security breach involving the Organization's username or password.

SURVIVAL OF RIGHTS

18. The rights and obligations of the parties contained in Paragraphs 3, 4, 5, 6, 8, 11, 12 and 13, shall survive and continue after expiration or termination of this memorandum and shall bind the parties hereto and their legal representatives, successors, heirs and assigns.

INVALIDITY

19. The invalidity of any particular provision of this agreement shall not affect any other provision thereof, and the agreement shall be construed as if such invalid provision were omitted.

AMENDMENT

20. No amendment of this agreement, waiver of any of the terms and conditions contained therein, shall be valid unless it is written and signed by each party.

NO ASSIGNMENT

21. No part of the Model or any right granted under this agreement shall be sold, rented, leased, lent, sub-licensed or transferred to any other person or organization without the express written consent of the Partnership.

HEADINGS

22. The headings in this agreement are for convenience only and shall not be considered in interpreting this agreement.

ENTIRE AGREEMENT

23. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, communications and other memorandums between them.

APPROPRIATE LAW

24. This agreement shall be governed and construed in accordance with the laws in force in the Province of Ontario and those of Canada applicable therein.

ACCEPTANCE OF TERMS

It is the responsibility of the Organization to ensure that their use of the Model complies with these terms and to seek prior written permission from the Partnership for any uses not permitted or not specified in this agreement. Any infringement of the Partnership's rights may result in legal action.

Any person agreeing to the terms of this agreement on behalf of an Organization represent and warrant that they have authority to bind the Organization to the terms of this agreement and that the Organization has capacity to enter into this agreement.

ANY USE WHATSOEVER OF THE MODEL SHALL CONSTITUTE YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. ANY VIOLATION OF THESE TERMS MAY RESULT IN TERMINATION OF THIS AGREEMENT.

For further information, please contact:

The Canadian Partnership Against Cancer Corporation
Strategy Division
1 University Avenue, Suite 300
Toronto, Ontario, M5J 2P1
e: Oncosim@partnershipagaincancer.ca
t: 1.416.915.9222
f: 1.416.915.9224
www.cancerview.ca/oncosim

Account User Information:

(Name of account holder)

(Name of Organization)

Authorized Signatory:

(Name – please print)

(Title)

Per: _____
Authorized Signature

Canadian Partnership Against Cancer Corporation

Per: _____
Nicole Beben
VP Strategy

Date: _____