



# Service Order Form

This Service Order Form confirms (Subscriber's) intent to subscribe to Therapeutic Research Center's, LLC services as listed below and at the annual subscription fees listed ("Services and Fees" and The Tender for the Services of Subscription to the Online Research Database Natural Medicines, made by TRC, LLC on 13 December, 2019). A Purchase Order number is provided as further confirmation of Subscriber's intent to purchase. To the extent there is a conflict between the Service Order Form and the Terms & Conditions, the terms of the Service Order Form and the Tender for the Services of Subscription to the Online research Database Natural Medicines will control. The Service Order Form, the Terms & Conditions and the Tender for the Services of Subscription to the Online Research Databased Natural Medicines together are referred to as the Agreement.

## Subscriber

Lithuanian Research Library Consortium  
Emilija Banionyte  
Gedimino Ave. 51, LT-01109  
Vilnius, Lithuania  
lmba@lnb.lt  
+37052398684

## Therapeutic Research Center, LLC

Bailey Brandon  
3120 W. March Lane  
Stockton, CA 95219  
Billing email: [ar@trchealthcare.com](mailto:ar@trchealthcare.com)  
209.472.2240

Purchase Order No: \_\_\_\_\_

**Billing Frequency:** Therapeutic Research Center, LLC shall issue an invoice for the below indicated amount payable for the following term:

Instalment 1 – from the date coming into effect of the Agreement till 31 December 2020 – \$ 5,455.00 USD (VAT inclusive)

**Invoice Terms:** Net 60

## Services and Fees

**Quantity Definition:** FTE

Qty	Description	Start Date	End Date	Sub-Total
7803	Natural Medicines	Date of the Agreement (order form)	12/31/20	\$ 5,455.00

**Sub-Total:** \$ 5,455.00

This amount includes all costs and all taxes, as well as VAT which is equal \$ 0.00 USD. VAT rate is 0 %.



**Permitted Access Start:**

As of date of the Agreement, members of Subscriber's Authorized User list detailed below are authorized to access the Service(s) listed. Any change to this list shall be agreed in writing between Therapeutic Research Center, LLC and Subscriber via an amendment to this Service Order Form.

**Term and Termination:**

The term of this Agreement will commence on the day of signing of the Agreement and will remain in full force and effect till 31 December, 2020 unless terminated earlier as provided further.

**Authorized Locations and/or Users:**

Permitted subscriber locations and/or users are listed in Appendix A and Appendix C.

**Taxes:**

The Fee includes all costs and all taxes, as well as the VAT. If TRC has the legal obligation to pay or collect Taxes for which you are responsible, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property and employees. For avoidance of doubt, LMBA is not responsible for VAT, sales, etc. taxes, except withholding tax or similar (if applicable).

**Invoices:**

Invoices will be directed to:  
Lithuanian Research Library Consortium  
Gedimino Ave. 51, LT-01109  
Vilnius, Lithuania  
Registered in Lithuanian No 125712273  
lmba@lnb.lt

Therapeutic Research Center, LLC shall issue only an electronic invoice to the Subscriber. Therapeutic Research Center, LLC may use any means of an electronic invoice if it is in line with the European standard on electronic invoicing as prescribed by the Commission implementing decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council. Electronic invoices, which are not compatible with the European standard on electronic invoicing should be issued via [www.esaskaita.eu](http://www.esaskaita.eu).

**Affirmative Action Statement:**

At Therapeutic Research Center, LLC all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. 41 C.F.R. § 1.41(a).



**Site License Agreement (SLA):**

By signing this Agreement, the Subscriber agrees to the terms of the SLA attached hereto as Appendix B.

**Signed for on behalf of Subscriber (Name)**

By *LITHUANIAN RESEARCH LIBRARY  
CONSORTIUM*

(Name): *EMILIA BANIONYTE*

Title: *PRESIDENT*

Date: *7 February 2020*

**Signed for on behalf of Therapeutic Research Center, LLC**

By (Name): *Jennifer Renn*

Title: *Contracts Administrator*

Date: *2/13/2020*



## Appendix A – Authorized Locations List

Total Locations: 1

Location Name	Street Address	City	Zip	Location #
Lithuanian University of Health Sciences	Eivenių 6	Kaunas	LT 50162	1

## APPENDIX B – SLA TERMS AND CONDITIONS

These Terms and Conditions, along with any Service Order Forms and addenda (collectively, the “Agreement”), govern your access to the products and services listed on your approved Service Order Form (the “Services”). To the extent of a conflict between the aforementioned documents, the terms of the Service Order Forms shall prevail. By accessing the Product(s) Services purchased on the Service Order Form, you, the subscriber listed on the Service Order Form (the “Subscriber listed on the Service Order Form,”), agree that you and your Authorized Users are bound as follows:

**1. License Grant.** During the Term and subject to the terms and conditions of this Agreement, Therapeutic Research Center, LLC and its affiliates (“TRC”) hereby grant to Subscriber a limited, revocable, non-exclusive, non-sublicenseable, non-transferable right and license for Subscriber and its Authorized Users to: (i) access and use the Service; and (ii) access, use, download, print and copy all text, materials and other content made available by TRC through the Service (collectively, the “Content”), in each case, subject to the following conditions and restrictions:

- a. The license rights granted in this Section do not include the right to copy, print or download the Content apart from the Service, and Subscriber shall not, and shall not permit its Authorized Users to, copy, print and/or download such Content apart from the Service except as otherwise expressly permitted herein.
- b. The license rights granted in this Section include the right make printouts and/or copies of the Content, and distribute such printouts and/or copies, but only as follows: (i) for patient handouts included as part of the Content, Subscriber may print and/or copy such patient handouts, and distribute such patient handouts, but only to patients of Subscriber’s pharmacy business; and (ii) for all other Content, Subscriber’s Authorized Users may make a reasonable number of printouts and/or copies of the Content, and internally distribute such printouts and/or copies, solely for each such Authorized User’s individual, internal, non-commercial educational and informational use. The use or distribution of copies or printouts of the Content within Subscriber’s organization generally or by individuals or users other than Authorized Users is strictly prohibited. Any printouts or copies of the Content shall retain TRC’s copyright and/or other proprietary rights notices, in addition to any and all disclaimers and/or limitation included in the Content. Subscriber shall monitor and police its Authorized Users’ copying and/or making of printouts of Content under this Section 1(b).
- c. Except as otherwise expressly set forth in this Section, downloading, printing, copying, distributing or otherwise using the Service and/or Content for external commercial purposes, including commercial publication, sale or personal gain, is expressly prohibited.
- d. The Service and the Content are the sole and exclusive property of TRC or its licensors, and is protected by copyright and other intellectual property laws. Except for the rights expressly granted above, this Agreement grants no right, title, or interest in the Service, the Content, or any copyright, patent, trademark, trade secret, or other intellectual property or proprietary right therein. Subscriber does not acquire any intellectual property ownership in the Service or any associated software, systems, documentation, or Content, whether by implication, estoppel or otherwise. All such rights and interests remain with TRC and its licensors.

**2. Authorized Users.** Only Subscriber and those users designated on the Service Order Form constitute Authorized Users under this Agreement. Subscriber shall limit the access and use of the Service and the Content solely to Authorized Users. Subscriber shall be responsible for ensuring that its Authorized Users strictly comply with all obligations and/or responsibilities of Subscriber and/or its Authorized Users hereunder.



Any breach of this Agreement by an Authorized User shall be deemed a breach by Subscriber, provided that Subscriber will have the right to cure such breach pursuant to Section 6 below.

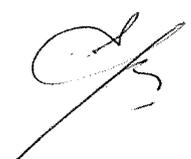
**3. Secure/Remote Access.** All access and use of the Service must be made via a secure network and secure authentication methods. Use of the Service by remote access is allowed unless otherwise stated on the Service Order Form. Subscriber will strictly limit any remote access to its Authorized Users through the use of passwords, IP address authentication measures, or other secure methods of user verification. Subscriber will immediately notify TRC if Subscriber believes its security has been compromised. Posting or sharing usernames or passwords, or otherwise enabling access for the benefit of non-subscribing institutions or users, is strictly prohibited.

**4. Restrictions.** Except as expressly permitted in this Agreement, Subscriber and its Authorized Users shall not:

- a. License, sublicense (except as expressly permitted by this Agreement), lease, rent, timeshare, distribute, disclose, permit access to, or transfer to any third party, any portion of the Service and/or the Content, whether for profit or without charge;
- b. Store, reproduce, distribute, transmit, modify, adapt, perform, display (including by "framing"), publish or sell the Content;
- c. Translate, reverse engineer, disassemble, decompile, discover, or modify the Service or TRC's software;
- d. Remove any copyright and other proprietary notices placed upon the Service or any Content retrieved from the Service;
- e. Circumvent any use-limitation or protection device contained in or placed upon the Service or any Content retrieved from the Service or access or attempt to access any portion of the Service or Content that Subscriber is not authorized to access;
- f. Use the Service to execute denial of service attacks;
- g. Perform automated searches against TRC's systems (except for non-burdensome federated search services), including automated "bots", link checkers or other scripts, without prior written permission from TRC;
- h. Use the Service or Content to create products or perform services which compete or interfere with those of TRC or its licensors;
- i. Text mine, data mine or harvest metadata from the Service;
- j. Impair or overburden the Service or any servers or systems associated with the Service;
- k. Download all or parts of the Service in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Service, in any form;
- l. Use the Service in connection with life support systems, medical devices, or any application where failure or malfunction could lead to possible loss of life; or
- m. Access or use the Content or the Service in any jurisdiction or territory other than those jurisdictions or territories for which Subscriber has purchased rights to access or use the Content or the Service pursuant to the Service Order Form.

**5. Fees and Payments.** Subscriber agrees to pay the fees for the Service shown on the Service Order Form within 60 days of receipt of TRC's invoice unless otherwise specified on the Service Order Form. TRC may increase the fees as permitted in the Service Order Form.

**6. Term.** Subscriber's access to a particular Service shall continue for the period stated on the Service Order Form, plus any agreed renewal period(s), unless this Agreement is terminated pursuant to Section 7 below (the "Term"). This Agreement shall, unless earlier terminated pursuant to Section 7, continue in force for so long as



Subscriber subscribes to at least one Service. Thereafter, the following survive: Sections 1(d), 5, 7 and 9 through 15.

**7. Termination.** If a party breaches a material term of this Agreement and does not cure within 30 days from written notice, the other party may immediately terminate this Agreement in whole or as to the affected Service. If this Agreement or any Service Order Form is terminated in whole or in part due to Subscriber's breach: (i) TRC shall disable access to any terminated Service; (ii) Subscriber shall destroy any files, information, data or software derived from any terminated Service in its possession or control, and certify destruction upon request; (iii) Subscriber forfeits all prepaid fees; and (iv) TRC reserves the right to pursue all available legal remedies. The Subscriber may terminate this Agreement: in the case of loss of funding or merger or closure of any Authorized Institution by serving a written notice to the other party (The termination will become effective thirty days after the receipt of the written notice unless later term has been specified in the notice. In this case, the Subscriber shall pay only for the access and use of the Licensed Material by the Authorized Users of the Authorized Institutions during the period of the validity of this Agreement); or if the Agreement was awarded to the Subscriber in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU (Treaty on the Functioning of the European Union); or if the Agreement has been subject to a substantial modification as prescribed in clause 15 of the Agreement; or if TRC should have been excluded during the procurement procedure; or upon termination of this Agreement due to TRC's uncured breach according to this clause 7, and in such event TRC shall reimburse to the Subscriber a pro rata proportion of the then remaining paid Fee for the unexpired period of this Agreement.

**8. Remedial Action.** Without limiting the above, TRC may suspend delivery of the Service if it reasonably determines that Subscribers and/or its Authorized Users are failing to comply with this Agreement, including without limitation, by not making full and timely payment to TRC, or by increasing the number of population served, Authorized Users or Additional Sites without authorization. If delivery is suspended, TRC will restore Subscriber's access as soon as Subscriber comes back into compliance with the terms of this Agreement and any applicable Service Order Form. TRC's suspension of the Service is without prejudice to any right, claim or remedy of TRC under this Agreement, including without limitation, TRC's rights under Section 7 above.

**9. Content Provided by TRC.** While appropriate care has been taken in organizing and presenting the Content, TRC does not warrant or guarantee its correctness, accuracy, or timeliness. Subscriber acknowledges and agrees that the Content is provided for educational and informational purposes only, and not for purposes of providing medical advice, diagnosis or treatment. TRC does not perform any independent analysis or investigation of any products or medications described in the Content, and Subscriber acknowledges and agrees that TRC is not endorsing or advocating the use of any product or medication described in the Content. TRC expressly disclaims responsibility for any consequence of the use or misuse of a product or medication due to any typographical error or other inaccuracy. Additional information on any product or medication may be obtained from the manufacturer.

**10. Service Level.** If the Service or Content is hosted by TRC, TRC will use commercially reasonable efforts to provide access to the Service on an uninterrupted basis (except for regularly scheduled maintenance) and free from viruses or other harmful software. TRC shall not be liable for any failure or delay or interruption in the Service due to failure of any equipment or telecommunications, or for failures resulting from any cause beyond TRC's reasonable control. Subscriber is responsible for providing all required information for account set up and activation, and for any telecommunications connections and related third-party charges.



**11. Disclaimer of Warranty.** EXCEPT AS EXPRESSLY WARRANTED HEREIN, THE SERVICE AND CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE." TRC AND ITS LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND RELATING TO THE SERVICE AND/OR THE CONTENT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AVAILABILITY, ACCURACY, TIMELINESS, CORRECTNESS, RELIABILITY, CURRENCY, OR COMPLETENESS OF THE SERVICE, THE CONTENT OR ANY INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICE, EVEN IF ASSISTED BY TRC. TRC SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DETERMINING THE COMPATIBILITY OF ANY HARDWARE OR SOFTWARE NOT SUPPLIED BY TRC WITH THE SERVICE AND PROVIDES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE OPERATION OF SUCH HARDWARE OR SOFTWARE WITH THE SERVICE. WHILE TRC HAS USED COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT THE CONTENT IS MATERIALLY UP TO DATE AND RELIABLE, TRC DOES NOT DIRECTLY OR INDIRECTLY PRACTICE MEDICINE OR DISPENSE MEDICAL ADVICE OR SERVICES AND THEREFORE ASSUMES NO LIABILITY FOR THE CONTENT. EACH AUTHORIZED USER AGREES TO EXERCISE HIS OR HER OWN INDEPENDENT SKILL, EXPERIENCE, KNOWLEDGE AND PROFESSIONAL MEDICAL JUDGMENT IN MAKING CLINICAL, TREATMENT AND/OR PRESCRIPTION DECISIONS AND AS SUCH, THE SOLE RISK OF USING THE SERVICE AND/OR THE CONTENT IS SOLELY WITH SUBSCRIBER AND/OR ITS AUTHORIZED USERS. NO SALESPERSON OR OTHER TRC REPRESENTATIVE INVOLVED IN THE DISTRIBUTION OF THE SERVICE IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICE OR THE CONTENT BEYOND THOSE CONTAINED IN THIS AGREEMENT. ORAL STATEMENTS DO NOT CONSTITUTE REPRESENTATIONS OR WARRANTIES, SHALL NOT BE RELIED UPON BY SUBSCRIBER, AND ARE NOT A PART OF THIS AGREEMENT.

**12. Limitation of Liability.** THE MAXIMUM LIABILITY OF TRC AND/OR ITS LICENSORS ARISING OUT OF OR RELATING TO THE SERVICE, THE CONTENT AND/OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, FOR INDEMNITY, SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY TRC FROM SUBSCRIBER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR WHICH SUCH DAMAGES ARE ALLEGED TO BE OWED. IN NO EVENT SHALL TRC AND/OR ITS LICENSORS BE LIABLE TO SUBSCRIBER OR ITS AUTHORIZED USERS FOR: (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES; (ii) ANY CLAIM RELATED TO SUBSCRIBER'S OR ITS AUTHORIZED USERS' USE OF COVER IMAGES OR USER-GENERATED CONTENT PROVIDED AS PART OF THE SERVICE; OR (iii) ANY CLAIM RELATED TO THE UNAUTHORIZED USE OF THE SERVICE.

**13. Indemnity.** TRC will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) incurred by an indemnified party and arising from or out of any third-party action or claim alleging that the use of the Service in accordance with this Agreement infringes any copyright owned by such third party, provided that, as a condition precedent to such defense and indemnification: (i) all use of the Service was in accordance with the terms of this Agreement; (ii) the claim, cause of action or infringement was not caused by the combination or modification of the Service with or into other products or services not approved by TRC; (iii) Subscriber gives TRC prompt written notice of any such claim of which it becomes aware; and (iv) Subscriber gives TRC the right to direct and control the investigation, defense and settlement of any such claim.

**14. Entire Agreement.** This Agreement, including the Service Order Form, constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes all previous and contemporaneous agreements between the parties with respect to the same subject matter and may not be amended, except in a writing signed by the parties. The parties intend that the express terms and conditions contained in this Agreement, including the Service Order Form, exclusively govern and control the parties'



respective rights, obligations and responsibilities with respect to the Service. If any terms or conditions contained in any purchase order, acknowledgment, invoice, or similar document issued by Subscriber hereunder conflict with or are otherwise different from or in addition to the terms and conditions of this Agreement, the terms and conditions of this Agreement will govern and control. Any such contrary, different, or additional terms contained in any purchase order, acknowledgment, invoice, or similar document issued by Subscriber hereunder are hereby automatically rejected by TRC.

**15. General.** The parties agree as follows: (i) no waiver will be binding on a party unless it is in writing and signed by the party making the waiver and a party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision; (ii) the parties will have all remedies available to them at law or in equity; (iii) if any term or provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the term or provision in any other respect and of the remaining provisions of this Agreement will not be impaired; and (iv) both parties have full power and authority to enter into and perform this Agreement, and the representatives signing this Agreement on behalf of the parties have been previously authorized and empowered to enter into this Agreement. The parties acknowledge that any amendments to this Agreement shall be subject to the requirements set forth in Article 89 of the Law on Public Procurement of the Republic of Lithuania.





The Medication Learning Company  
Update. Inform. Educate.

**Appendix C**  
**The Tender for the Services of Subscription to the Online Research Database Natural Medicines**  
**(only Annex 1 and Annex 2)**

A handwritten signature in black ink, appearing to be 'C/S', is located in the bottom right corner of the page.

ANNEX 1  
to the Contract Documents  
THE FORM OF THE TENDER

To the Lithuanian Research Library Consortium

**TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE  
RESEARCH DATABASE *NATURAL MEDICINES***

\_\_\_\_\_**DECEMBER 13, 2019**\_\_\_\_\_

(Date)

\_\_\_\_\_**STOCKTON, CA**\_\_\_\_\_

(Place)

The Supplier's name <i>If a group of Suppliers is submitting the Tender, the names of all members of the group must be listed</i>	Therapeutic Research Center, LLC
The name, surname and position of the person responsible for the availability of the access	Group Client Services
Phone	(209) 472-2240
E-mail	Help@pletter.com

1. By this Tender we confirm that we accept all procurement conditions laid down by the Contract Documents of the negotiated procedure without prior publication.
2. We would like to propose the following services indicated in the Contract Documents:

Item No.	Type of proposed services	Price in USD, VAT exclusive	Price in USD, VAT inclusive <sup>1</sup>
1.	The services of subscription to the online research database <i>Natural Medicines</i> for the Authorised Users of the LMBA Authorised Institution from the date of coming into effect of the Licence Agreement till 31 December 2020	\$5,455.00 USD	\$5,455.00 USD
<b>TOTAL:</b>		<b>\$5,455.00 USD</b>	<b>\$5,455.00 USD</b>

Total price of the Tender, VAT inclusive – .....\$5,455 ..... USD.  
This amount includes all costs and all taxes, as well as the VAT which is equal 0... USD.  
The VAT rate is .....0..... %.

3. The Supplier shall issue the Invoice for the below indicated amount payable for the following term:

3.1. Instalment 1 – from the date of coming into effect of the License Agreement till 31 December 2020 – ...\$5,455..... USD (VAT inclusive)

<sup>1</sup> The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. Should the VAT rate be 0, the price excluding VAT shall correspond to the price including VAT.

4. We confirm that the content and scope of the proposed services comply with the *Requirements for the scope of the services* set forth in Annex 2 Part II of the Contract Documents.

5. We offer to provide the services for the institutions listed in Annex 2, Part III *Authorised Institutions* of the Contract Documents.

6. The Tender shall be valid for the time period set forth in the Contract Documents.

7. The following documents are enclosed to the Tender:

No.	Type of the document	Number of pages in the document
1.	Specification of the Procurement Object	2
2	ESPD	12
3.	THE SUPPLIER'S OATH DECLARATION	2

8. To perform the Agreement, we intend to invoke the following sub-suppliers \_\_\_\_\_ for this part of the Licence Agreement \_\_\_\_\_.  
(name and address)

9. The Tender contains the following confidential information\*:

No.	Title of the submitted document or the part thereof

*\* To be completed only in the cases when the confidential information is being submitted.*

\_\_\_\_\_  
Michael Dittman, Chief Financial Officer *Michael A. Dittman*  
(Name, surname, position and signature of the Supplier or its authorised representative)

*AS*

ANNEX 2  
to the Contract Documents  
SPECIFICATION OF THE PROCUREMENT OBJECT

TECHNICAL SPECIFICATION

FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH  
DATABASE *NATURAL MEDICINES*

*I. Background information*

1. The Lithuanian Research Library Consortium (hereinafter referred to as the LMBA or the Contracting Authority) wishes to procure the access to the Licensed Materials of the research database *Natural Medicines* for the Authorised Users of the LMBA Authorised Institutions listed in *Part III. Authorised Institutions* herein.
2. During the validity period of the Licence Agreement, a contact person of the Contracting Authority on the issues of the Technical Specification, availability of the access and the databases administration shall be Jevgenija Ševcova, Manager of Databases:  
E-mail: [jevgenija.sevcova@lnb.lt](mailto:jevgenija.sevcova@lnb.lt); phone: +370 5 239 86 84  
Lithuanian Research Library Consortium  
Gedimino av. 51  
LT-01109 Vilnius  
Lithuania
3. A contact person of the Supplier on the issues related to the availability of the access shall be indicated in the Supplier's Tender. The information about the contact person appointed by the Supplier shall be copied to the Licence Agreement. The contact information of other persons responsible for technical solutions, statistical data and administration can be sent at the e-mail address indicated herein above. If the data of the Supplier's contact person are changed, the Supplier shall provide in writing the updated information during the reasonable time period after the change of the data.

*II. Requirements for the scope of the services*

4. The Authorised Users of the LMBA Authorised Institution shall have access to the Licensed Materials of the online research database *Natural Medicines* including:
  - 4.1. Databases: *Food, Herbs & Supplements, Health & Wellness, Sports Medicine, Comparative Effectiveness, Manufacturers, Commercial Products, Fixed Herbal Combinations*;
  - 4.2. Tools: *Interaction Checker, Nutrient Depletion, Effectiveness Checker, Adverse Effects Checker, Pregnancy & Lactation Checker, Charts, Natural MedWatch, FDA Advisory*;
  - 4.3. *Clinical Management Series* - evidence-based courses focused on clinical management of disease states and medical conditions;
  - 4.4. *Monograph-Based Courses* - evidence-based courses focused on safety and effectiveness of natural medicine ingredients.
5. The Authorised Users of the LMBA Authorised Institution indicated in Part III herein, shall have the online access to the Licensed Materials of the online research database *Natural Medicines* from the date of coming into effect of the License Agreement till 31 December 2020, 24 hours per day, 7 days per week, including weekends and days-off, except short periods of technical maintenance and repairs service or other unexpected downtime about which, when

they are known, the Publisher shall in advance inform the Authorized Users. If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the LMBA has notified the Supplier about the lost access), the Supplier shall pay the LMBA a fine equalling to 0.02 percent of the Fee for each delayed day starting with the sixth delayed day after the notification to the Supplier. No fine will be paid for the accumulating periods of non-continuous interruptions or any interruption caused by any negligence or wilful misconduct by the LMBA or any Authorised Institution or Authorised User.

6. Upon coming into effect of the Licence Agreement, a Uniform Resource Locator (URL), as well as all other information deemed necessary for the availability of the access to this research database *Natural Medicines* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
7. The Supplier shall make available to the Authorized Institution usage statistics on at least a quarterly basis.

### III. Authorised Institutions

8. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *Natural Medicines* shall be given to the unlimited number of the concurrent Authorised Users via the servers of the Virtual Library of Lithuania (<http://www.lvb.lt/>) through reputable discoverability service partners indexing portals (such as Primo, <https://knowledge.exlibrisgroup.com/primo>), and the IP addresses of 1 (one) Authorised Institution – member of the LMBA set forth in the below Table:

No.	Institution	FTE	Address	IP addresses
1.	Lithuanian University of Health Sciences	7803	Eivenių g. 6, LT-50162 Kaunas, Lithuania	193.219.37.* 193.219.162.* 193.219.163.* 193.219.180.* 193.219.169.241-245 193.219.62.158 83.171.4.141 81.7.102.222 82.135.198.159 88.119.141.218

9. Any of the IP addresses indicated in Item 8 herein can be adjusted. The Supplier shall be informed about the adjusted IP address by the Manager of Databases by e-mail by specifying the date of the adjustment of the IP addresses and providing for a time period of at least three business days to make the relevant technical modifications for assuring the access to the Licensed Material at the newly provided IP addresses. Should the IP addresses be adjusted prior to concluding the License Agreement, the new valid IP addresses of the Authorised Institutions shall be entered into the Licence Agreement.

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