

EVIDENCE STREET®
TERMS AND CONDITIONS
(Last Revised 01/08/2018)

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This Site is intended for use only by subscribers (each, a "**Subscriber**") and certain other users permitted by BCBSA to use this Site (together, "**Permitted Users**"), for purposes only in connection with efforts to support this Site. Subscribers enter into a Subscription Agreement with BCBSA and are granted the right and license to access and use this Site, and to grant their necessary employees and authorized agents (as Permitted Users) the right to access and use this Site under the Subscriber's or other Permitted User's license. Each Subscriber and Permitted User shall be responsible to track and verify that only its necessary employees and authorized users access this Site using that Subscriber or Permitted User's credentials and codes. Subscribers and Permitted Users must protect, and cannot share, their logins or identification numbers required to access and use this Site. An individual Permitted User's permission to use this Site is personal to that individual user and not transferable to any other individual, person or entity. Subscribers and other Permitted Users shall ensure that their respective individual Permitted Users who are no longer affiliated with that Subscriber or Permitted User will no longer have access to or the use of this Site. Each Subscriber and each Permitted User indemnifies and agrees to defend and hold BCBSA harmless from damages or claims related to its own individual Permitted Users' access to or use of this Site, whether or not that Subscriber or that Permitted User has terminated such individual's authority to access or use this Site.

1. ABOUT EVIDENCE STREET, GENERALLY. This Site is a proprietary, subscription-based web platform dedicated to providing transparency and efficiency in the dissemination of evidence reviews for healthcare (the "**Purpose**"). This Site fosters collaboration among sophisticated healthcare stakeholders that utilize evidence reviews in professional and business settings. In particular, this Site provides Subscribers and other Permitted Users with opportunities to track evidence reviews, submit unsolicited primary and supplemental materials for consideration during the evidence review process, and receive communications regarding topic specific inquiries.

This Site serves as a user friendly, electronic alternative to the manual submission process, as a convenience for Subscribers and other Permitted Users. Evidence submitted to BCBSA via this Site is considered in the same impartial manner as other evidence provided manually by Subscribers, non-Subscribers, other Permitted Users, and other sources. Subscription or use of this Site will not enhance review of the submitted evidence or influence BCBSA's impartial evaluation of all relevant evidence from all appropriate sources.

This Site and BCBSA do not determine medical policy, provide health insurance benefits information, or adjudicate coverage claims for any Blue Cross and/or Blue Shield Plan ("Blue Plan"). Each local Blue Plan, as an independent entity, determines its own medical policies, benefits, and adjudicates its own members' claims, and may accept or reject information appearing on this Site in its own discretion. Similarly, this Site and BCBSA do not provide medical, legal or financial advice; and do not intend consumer use of this Site. For medical issues, check with your healthcare provider. Neither BCBSA nor any Blue Plan recommends, endorses, warrants or guarantees, nor are they responsible for damages, based on any program, provider, product, or service whose

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2. MEDICAL REFERENCE INFORMATION; LIMITATION OF USE. BCBSA collects and evaluates medical technologies, for reference purposes only, to provide informational resources to assist Blue Plans in reaching their own respective medical technologies decisions. Each Blue Plan, in its sole discretion, may accept or reject the information provided to them, in whole or in part, as it deems fit, along with any other resources it deems appropriate, to reach its own decisions on matters involving medical technologies, coverage, utilization management, managed care, and quality management programs. Each Blue Plan, acting as an independent entity, determines its own benefit and coverage decisions, subject to all terms and conditions of the applicable benefit plan offered by the applicable Blue Plan (and its specific exclusions and limitations, and applicable state and/or federal law.

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(a) Not to publish or distribute any portion of this Site, its content, or any reports or information derived therefrom, without BCBSA's prior written consent, except that a Subscriber or other Permitted User may use Site content, reports and other information for its internal purposes;

(b) Not to modify, link, deep link, lease, assign, sell, license, reverse engineer or create derivative works from information or content accessed on this Site or any of the third-party web sites to which BCBSA may provide links;

(c) Not to use any device or computer program in order to interfere or attempt to interfere with the proper operation of this Site (e.g., hacking, denial of service attacks, etc.), including, but not limited to, any activity that attempts, or precedes any attempts, to breach security (such as scanning, probing, or other testing or vulnerability assessment activity), and not to engage in or permit any network or hosting activity that results in the blacklisting or other blockage of any portion of this Site or any other BCBSA property;

(d) Not to code or introduce any Harmful Code into any part of this Site. "**Harmful Code**" means any self-propagating program that infects, damages, or disables another program; contains any virus, Trojan horse, or worm; or contains any code designed to permit unauthorized access or monitoring, or that alters or erases any data or programs without control of the person operating the computer on which it resides;

(e) Not to use this Site in a manner that may adversely affect this Site's resources or its availability to others, or that violates federal, state or local law;

(f) Not to use the BLUE CROSS or BLUE SHIELD words, symbols, trademarks, or service marks (collectively, "**Blue Brands**"), and not to make any reference to BCBSA, any Blue Plans, or the Evidence Street web site or name (in your advertising, letterhead, symbol or logo, or in any other manner, including, but not limited to, press releases) without prior written approval of BCBSA for each such use; and

(g) You acknowledge that BCBSA, Blue Plans, and/or other interested entities may send you communications (via email or other media) on matters pertaining to this Site or its contents.

3. PROPRIETARY RIGHTS. All material contained in this Site is protected by law, including, but not limited to, United States copyright law. Except as indicated and except for Submissions (defined below in [Section 5](#) below) posted to this Site by Subscribers or other Permitted Users, and others as part of the evidence review process, BCBSA is the owner of the copyright in the entire Site (including images, text, and look and feel attributes), and reserves all rights in that regard. Removing or altering the copyright

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5. SUBMISSIONS TO THIS SITE.

(a) BCBSA welcomes your submissions to BCBSA of medical research, articles or any other appropriate information relevant to this Site. ("**Submission[s]**"). All Submissions must be consistent with submission guidelines that BCBSA may provide. By making a Submission to this Site:

(i) You represent and warrant to BCBSA that you have all rights necessary to make such Submission including but not limited to authorizations from any applicable copyright owners

(ii) You represent and warrant to BCBSA that you have all rights necessary to grant BCBSA the rights specified under Section 5(a)(ii) of these Terms and Conditions; and

(iii) You automatically grant BCBSA and Permitted Users the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, summarize, adapt, publish, translate, create derivative works from, distribute, redistribute, transmit, perform, and display such Submission (in whole or part) worldwide and/or to incorporate the Submission in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such Submission.

(b) BCBSA is not responsible and shall not be liable for the contents of Submissions posted on this Site. Opinions or comments contained in a Submission reflect the views of the author and not of BCBSA, unless BCBSA expressly states to the contrary.

(c) Notwithstanding the foregoing, you may indicate that a Submission or a part thereof is confidential by marking the Submission or part thereof with "CONFIDENTIAL," "PROPRIETARY," or similar words. BCBSA shall use commercially reasonable efforts to maintain the confidentiality of any such marked Submission for a period of time equal to the lesser of: (i) one (1) year from the date of such Submission, and (ii) the date such Submission or portion marked as "CONFIDENTIAL," "PROPRIETARY," or with similar words is published by a party other than BCBSA, is provided to BCBSA by another party without such notices or restrictions or is otherwise placed in the public domain. The intent of this provision is to endeavor to maintain the confidentiality for a short period of time not to exceed one (1) year to assist the applicable Subscriber or other Permitted User. BCBSA shall use reasonable commercial efforts to not to use any of a Subscriber or other Permitted User's trademarks or service marks, names or logos publicly without prior written approval of such Subscriber or other Permitted User.

6. NO SOLICITATION OR OFFER. This Site is designed only for the Purpose described above. Information on this Site is not intended to constitute an offer to sell or a solicitation of any particular product or service.

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10. NO DISCLOSURE OF PHI OR NON-PUBLIC PERSONAL INFORMATION. No exchange is anticipated between you and BCBSA of any Protected Health Information ("PHI"), as that term is defined by Subtitle F of Title II of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 Code of Federal Regulations Parts 160-164), and Nonpublic Personal Information, as defined by applicable state statutes and regulations.

11. PRIVACY POLICY. BCBSA has a Privacy Policy disclosing what information it collects about visitors, how it uses such information, the steps it takes to secure such information, how you can view and correct such information and how you can decline to have information about you collected or used. See our [Privacy Policy](#).

12. SECURITIES INFORMATION. This Site and the information contained herein do not constitute an offer or a solicitation of an offer for the purchase or sale of any securities. To the extent that any information is deemed to be a "forward looking statement" as defined in the rules and regulations of the Securities Act of 1933, as amended, such information is intended to fit within the "safe harbor" for forward looking information and is subject to material risk factors which may or may not be disclosed herein.

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15. INDEMNIFICATION. You agree to indemnify, defend, and hold harmless BCBSA and its contractors involved with the Site, Blue Plans, and their respective officers, directors, employees, agents, and representatives, from and against all claims, demands, causes of action, losses, liabilities, costs, and expenses (including reasonable attorney's fees and costs), arising out of any violation of this Agreement by you, any Submissions submitted or used by you, or any activity related to your access to or use of the Site. The indemnity obligations set forth in this Section shall not apply to any Claim resulting or arising from BCBSA's negligence or willful misconduct.

16. LINKS TO OTHER SITES. This Site may, from time to time, contain links to other Internet sites for the convenience of users in locating information and services that may be of interest. You acknowledge that these third-party sites are maintained by persons or organizations over which BCBSA exercises no control, and BCBSA expressly disclaims any responsibility for the content, the accuracy of the information and/or quality of products or services provided by or advertised on these third-party sites. BCBSA does not control, endorse, promote or have any affiliation with any other website, unless expressly stated in this Site.

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18. DIGITAL MILLENIUM COPYRIGHT ACT (“DMCA”) NOTICE. BCBSA is committed to complying with copyright and related laws, and requires all users of the Site to comply with these laws. You may not store, post, modify, distribute, reproduce in any way, use or disseminate any material or content through the Site in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by copyright law.

Owners of copyrighted works who believe that their rights under copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to report alleged infringements. BCBSA does not, and will not, make any legal decisions about the validity of your claim of infringement or the possible defenses to a claim. Upon our receipt of a proper notice of claimed infringement under the DMCA, we will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content in issue. BCBSA may contact the notice provider to request additional information. BCBSA reserves the right to disregard a notice that is not in compliance with the DMCA. Under the DMCA, BCBSA is required to take reasonable steps to notify the user who posted the allegedly infringing content. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Site should be sent to the address below.

If you are uncertain whether particular material infringes a copyright held by you or a third party, you should contact an attorney. Anyone making a false or fraudulent notice or counter-notice may be liable for damages under the DMCA, including costs and attorneys' fees.

To be effective, your Notification of Claimed Infringement must be in writing, sent to our designated agent listed below and contain the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you claim has been infringed;
3. A description of where the material that you claim is infringing is located to permit us to locate the material;
4. Your contact information, including your name, address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the information contained in your report is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

BCBSA’s designated agent for notice of claims of copyright infringement can be reached as follows:

By E-Mail: dmca@bcbsa.com with the subject line "DMCA"

By Mail:

Blue Cross Blue Shield Association
Attn: Office of the General Counsel
225 N. Michigan Avenue
Chicago, IL 60601-7680
By Fax: 312.297.5956

Upon receipt of a properly filed complaint satisfying the requirements of the DMCA, BCBSA will remove or block access to the allegedly infringing material, and may terminate the Subscriber or other Permitted User's account per these Terms and Conditions. If you believe in good faith that a notice of copyright

infringement has been filed wrongly, you may submit a counter-notice to BCBSA at 225 North Michigan Ave., Chicago, IL 60601-7680, or alternately, you may send the counter-notice via e-mail to: EvidenceStreet@bcbsa.com. If BCBSA receives a valid counter notification, the DMCA provides that the removed or blocked information may be restored or access re-enabled. BCBSA may replace the removed material and cease disabling access to it in not less than ten (10) business days following receipt of the counter notification, unless BCBSA first receives notice from the complaining party that such complaining party has filed an action seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the materials on this Site.

19. ELECTRONIC COMMUNICATIONS. Communications between you and BCBSA will be through electronic means, whether you visit this Site or send e-mails to BCBSA (except as provided in Sections 17-19). Once you opt-in to receive e-mails from BCBSA, and unless and until you elect to opt out of receiving e-mails from BCBSA, for contractual purposes, you: (a) consent to receive communications from BCBSA in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures and other communications that BCBSA may provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights. You may revoke your authorization for BCBSA to send you e-mails pertaining to this Site or other matters at any time by sending your request in writing specifying what you want to do to the following address: BCBSA, 225 North Michigan Ave., Chicago, IL 60601-7680 Attn: Office of Clinical Affairs, or alternatively, you may send such request via e-mail to: EvidenceStreet@bcbsa.com. Your revocation will not affect any use or disclosure of your information by BCBSA prior to BCBSA's receipt of the revocation and BCBSA's response to you confirming such revocation.

20. GOVERNING LAW AND JURISDICTION. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Illinois, without reference to its choice of law rules. By accessing, viewing or using the material on this Site, you consent to the jurisdiction of the federal and state courts presiding in Chicago, Illinois, and agree to accept service of process by mail and hereby waive any and all jurisdictional and venue defenses otherwise available. This Site is controlled and operated by BCBSA from its offices within the United States. BCBSA makes no representation that materials in this Site are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. If you choose to access this Site from other locations, it is at your own volition, and responsible for compliance with applicable local laws.

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