

***IDIS* Drug Vocabulary and Thesaurus File**  
Agreement  
Terms and Conditions

The *IDIS* Drug Vocabulary and Thesaurus File is owned by the Division of Drug Information Service (DDIS), College of Pharmacy, University of Iowa and is licensed to New Client only on the condition that you agree with and comply with the following terms and conditions. DDIS hereby grants New Client and New Client accepts a perpetual, non-transferable, non-exclusive license to use the *IDIS* Drug File subject to the terms and conditions set forth below.

- A. Title and all ownership rights in the *IDIS* Drug Vocabulary and Thesaurus File are and shall at all times remain with DDIS. DDIS warrants that it has the right to grant the license granted herein. New Client may not sublicense, assign or transfer the license of the *IDIS* Drug Vocabulary and Thesaurus File. Any attempt to sublicense, assign, or transfer any of the rights, duties or obligations hereunder, will result in termination of the license.
- B. New Client shall not distribute, rent, sublicense, or lease the *IDIS* Drug Vocabulary and Thesaurus File or documentation, or use the File in a network, timesharing, multiple CPU or multi-user arrangement unless the License fees for a network, timesharing, multiple arrangement have been made.
- C. User Support - User support consists of U.S. toll-free telephone access during regular local business hours to a DDIS pharmacist and a system analyst familiar with the *IDIS* Drug Vocabulary and Thesaurus File.
- D. Product Maintenance - New drug name and number terms and new thesaurus entries are regularly added to the file. These additions are generated from new FDA drug approvals and appearance of product names either in U.S. or international pharmacy and medical journals. These additions appear in each update of the file.

There are also changes to drug names, numbers and cross-references in the thesaurus. Changes are generated by adoption of an official name for a drug compound, manufacturer initiated product changes, determination of the drugs specific therapeutic classification or other similar reasons. These changes appear in each update of the file.

- E. Identification of drug products not in the *IDIS* Drug Vocabulary and Thesaurus File and customized additions to these files.

Drug product identification (with subsequent addition of new drug name, number or thesaurus entries) service is available from DDIS on an hourly fee basis with one-half hour the smallest billable unit. Product identification is done by a DDIS pharmacist. In addition to drug products, nutrition supplements and herbal products can be identified. DDIS will contact Licensee for authorization to exceed two hours on a single product identification request. This service is invoiced quarterly (March, June, September, and December).

- F. Notice of Use of *IDIS* Drug Vocabulary and Thesaurus File - All reports, documentations, lists, summaries, articles, etc., (published or unpublished) in which the *IDIS* drug names and numbers appear shall include “Drug Vocabulary, Copyright© 1966-, Iowa Drug Information Service.”
- G. Term - The term of this license shall commence on the date the *IDIS* Drug Vocabulary and Thesaurus File is provided to the licensee and continue for one, two or three years.
- H. All complete copies of the *IDIS* Drug Vocabulary and Thesaurus File and documentation shall contain the following copyright notice: “Copyright© 1966-, Iowa Drug Information Service.”
- I. Upon any termination of this license, New Client agrees to return to DDIS or to destroy the Drug Vocabulary and Thesaurus File and documentation and to provide DDIS with an affidavit of destruction confirming that this has been done.
- J. DDIS does not warrant that the files will meet New Client’s requirements or that it will operate in an error-free manor. DDIS warrants that the media on which the program is distributed and the documentation are free from defects in materials and workmanship for a period of ninety days from the date of delivery. If the media on which the *IDIS* Drug Vocabulary and Thesaurus File is stored is found to be defective within ninety (90) days from the date of delivery of the File, DDIS will replace the File with the File on a defect-free media.
- K. Except as specifically provided above, DDIS makes no warranty or representation, either express or implied, with respect to the drug file or documentation, including their quality, performance, merchantability or fitness for a particular purpose.
- L. The warranty set forth above is exclusive and in-lieu of all others, oral or written, express or implied. No DDIS dealer, distributor, agent, or employee is authorized to make any modification or addition to this warranty.
- M. In no event will DDIS be liable for direct, indirect, special, incidental, punitive, exemplary or consequential damages arising out of the use of, or inability to use the drug file or documentation contained in the products, whether based upon contract, negligence, strict liability or otherwise, even if advised of the possibility of such damages. Specifically, DDIS is not responsible for any costs, including but not limited to, those incurred as a result of lost profits or revenue, loss of use of the computer program or other programs, loss of data, the cost of recovering such programs or data, the cost of any substitute program, claims by third parties, or for other similar costs.

I HAVE READ THIS DOCUMENT AND AGREE/WILL COMPLY WITH THE TERMS AND  
CONDITIONS STATED ABOVE.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DRUG INFORMATION SERVICE, COLLEGE OF PHARMACY, THE UNIVERSITY OF IOWA

Approval \_\_\_\_\_ Date \_\_\_\_\_

Kevin G. Moores, Division Director