

TERMS AND CONDITIONS
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INSTITUTIONS INCORPORATED'S CANDELLO DISCOVER CLINICAL EVENTS

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XIII. Indemnification. To the fullest extent permitted by law, User shall defend, indemnify, and hold harmless the RMF Parties from and against all claims arising from or in any way related to User's use of the RMF website, Search Engine and/or Like-Case Content, a violation by User of the Terms and Conditions, or any other actions connected with User's use of the RMF website, Search Engine and/or Like-Case Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees. RMF will provide prompt written notice of any such claims, but failure to provide such notice will not release User from any of User's obligations pursuant to this Section except to the extent that User is actually prejudiced by such failure, and will not relieve User from any other liability that User may have to the RMF Parties other than under this Section.

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XVI. Waiver and Severability. The failure of RMF to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

XVII. Terms and Conditions. User warrants that User will bind User's employees, agents or contractors that User provides with access to the RMF website or Search Engine pursuant to a Quote to comply with these Terms and Conditions.

XVIII. The data in the Search Engine is anonymous, de-identified data, which is not attributable to any one person or institution.

XIX. Complete Agreement. The Terms and Conditions, together with any revisions, any Additional Terms and Conditions incorporated by reference constitutes the entire agreement between User and RMF relating to the RMF website and the Search Engine and its use by User, and supersedes any previous written or oral communication regarding use of the RMF website or Search Engine.