

End User License Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT PURCHASE THE SUBSCRIPTION.

The following terms (the "Agreement") constitute a legally binding agreement between you and Association for the Health Care Environment (AHE), an American Hospital Association company (together with its successors and assigns, "Licensor").

By purchasing the subscription, you agree to be bound by the terms of this End User License Agreement (License). You warrant that you have the requisite authority to bind your organization to these terms.

American Hospital Association and Association for the Health Care Environment (AHE) (Licensor or Licensors) grant you (Licensee) a nonexclusive, nontransferable, limited license to use this subscription. A Licensee who is an individual or a commercial user is limited to using this subscription for their internal business purposes only.

1. License Grant; Restrictions on Use.

(a) *License.* Subject to the terms of this Agreement, Licensor hereby grants to you a non-exclusive, non-transferable, non-sublicensable license to access the AHE content subscription service at the level you subscribed to (the "Service") and all data and content accessed therein (collectively, the "Content") during the term of your License.

This License will terminate automatically without notice from Licensor if you fail to comply with any provision of this License.

(b) *Number of Users.* The subscription provides two user licenses (the "seats"), and each additional seat can be purchased as additional license to the subscription. Your license is limited solely to the number of user licenses (the "seats") you have purchased. Organizations desiring additional users must purchase additional seats.

(c) *Restrictions on Use.* You may use the Service for your internal business purposes only. You may not resell access to the Service or Content, use the ad hoc dissemination as a proxy in an attempt to circumvent the limitation on number of users, or otherwise incorporate any component of the Content into any product or service that is competitive with, or which may serve as a full or partial replacement for, the Service or Content. You may not share, broadcast, distribute, sell, lease, loan, transfer, reverse engineer, disassemble, modify, create derivative works of or translate any Content and may not use the Service or Content in any service bureau or other commercial activity for use by third parties. In any event, you may not publish or otherwise make publicly available any of the Content, whether on your website, in a generally available product or otherwise. While you may have contact with individual health care institutions that contribute to the Content during your normal business operations,

you agree not to contact any such institution specifically about any data contributed to the Content. You may not remove, obscure, or alter Licensor's proprietary rights notices or restriction notices incorporated into the Service or any Content generated through the use of the Service.

(d) *Monitoring.* You shall take all reasonable measures to ensure that your personnel comply with the terms of this Agreement, restrict access to the Service and Content, and only utilize the Content for the purposes expressly permitted hereunder. Licensor reserves the right to monitor and audit your use of the Service and Content. Licensor reserves the right to limit or suspend your access to the License Service if excessive use of the Service occurs or if you use the Service in a manner that degrades or impairs the operation of the Service.

2. Term, Termination.

(a) *Initial Term.* Unless terminated earlier in accordance with this Section 2, the term of this Agreement shall be the License term of one year from the date of purchase.

(b) *Renewal.* Your access to the Service and license to use the Content shall terminate upon expiration of your License unless you renew your License. All such renewals shall be subject to Licensor's then-current rates and terms.

(c) *Termination.* The Licensor may terminate this Agreement if the Licensee breaches this Agreement and fails to cure the breach to this agreement within ten (10) day period. Upon termination or expiration of this Agreement for any reason whatsoever, the Licensor will lose the licenses and access to the Content for all purchased "seats."

(d) *Transfer.* The licenses purchased within the subscription are non-transferable. To re-assign a license to another user, the Licensor must contact the Licensee. The license transfer may be permitted if the original user has not accessed the Content.

3. Payment Terms. All renewal terms and license expansions are subject to Licensor's then-current rates.

4. Ownership; Confidentiality. You acknowledge and agree that the Service and all Content constitute the proprietary and confidential information of Licensor and its licensors, and that Licensor and its licensors own all copyrights, trademarks, patents, trade secrets and other proprietary rights in and to the Service and Content. Nothing in this Agreement shall be construed to grant you any ownership interests or rights in or to the Service or Content. You hereby agree that you will not challenge Licensor's and its licensors' proprietary rights in and ownership of the Service and Content. You agree to keep access to the Service and all Content confidential, disclose the Content only to those of your employees that have seats assigned by you, and shall not disclose the Content to any third party or allow any third party to have access to the Content except as expressly permitted in Section 1(c).

5. Disclaimer of Warranties. Licensor does not warrant the accuracy or the currency of the Content that you access through the Service, THE SERVICE AND CONTENT ARE PROVIDED "AS IS" AND LICENSOR EXPRESSLY DISCLAIMS ALL

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6. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL THE LICENSOR OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, DAMAGES RESULTING FROM DELAY OR INTERRUPTION OF SERVICE, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICE OR CONTENT, WHETHER OR NOT THERE IS NEGLIGENCE BY LICENSOR OR ITS LICENSORS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE LICENSOR AND ITS LICENSORS TO YOU UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) EXCEED THE FEES PAID BY YOU TO THE LICENSOR FOR THE APPLICABLE CONTENT DURING THE THEN CURRENT TERM.

7. Modification of Terms. Licensor may occasionally revise and update this Agreement by posting the revised term to the Service and the applicable website(s). Your continued use of the Service means that you accept and agree to the revised Terms of Service; provided, however, that if you have purchased an annual License to the Service, the revised terms shall not take effect until the expiration of the then-current term.

8. Governing Law; Venue. This Agreement is entered into in, and shall be governed in all respects and construed in accordance with the laws of, the State of Illinois, without regard to its conflict of laws principles. All disputes arising out of this Agreement shall be exclusively brought in the state and federal courts in and near Chicago, Illinois, and you irrevocably submit to the personal jurisdiction of such courts.

9. Miscellaneous. You may not assign this Agreement without the prior written consent of the Licensor. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof. In the event any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall remain in full force and effect, and the invalid provision will be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent of the parties. This Agreement constitutes the entire agreement between you and Licensor with respect to its subject matter and supersedes all previous negotiations, understandings, and agreements between the parties. Sections 4, 5, 6, 8, and 9 shall survive termination or expiration of this Agreement.