

Single User Terms and Conditions

REVISED OCTOBER 2006

1. Health Forum, LLC, an American Hospital Association company (LICENSOR) is the owner of the property (hereinafter "DATA") that is the subject of this Agreement. LICENSEE shall be the organization identified on the Data Order Agreement, or if no organization is identified, the individual identified on the Data Order Agreement. LICENSEE is granted a limited, non-exclusive, non-transferable license to use the DATA at the site to which the DATA were shipped, in accordance with the Terms and Conditions of this Agreement.
2. The Effective Date of this Agreement is the date of its execution by the LICENSEE. The Term of this Agreement shall be the twelve (12) month period commencing as of the Effective Date and terminating on the anniversary date of the Effective date. At least thirty (30) days prior to the end of the initial Term or any renewal Term, LICENSOR shall send LICENSEE a renewal notice asking LICENSEE to choose: (a) renewal of the terms of this Agreement for an additional one (1) year Term or (b) termination of this Agreement. In the event LICENSEE fails to return the renewal option notice prior to the end of the Term, this Agreement shall automatically terminate. Upon termination of this Agreement LICENSEE shall promptly cease use of the DATA. LICENSEE's exercise of option (a) also serves to renew all other licenses of historical DATA previously acquired from the LICENSOR by the LICENSEE.
3. LICENSEE acknowledges that the DATA are the proprietary and confidential property of LICENSOR and constitute valuable trade secret information, and that LICENSEE acquires no right in the DATA except to use the DATA solely within its own organization and for its own business purposes, in accordance with this Agreement. Unless otherwise agreed upon in writing by LICENSOR, LICENSEE agrees to hold the DATA in strict confidence and agrees not to provide, disclose, or otherwise make available any DATA to any third party, including but not limited to subsidiary and parent corporations, and that in no event shall LICENSEE release DATA which might reasonably be used to identify any particular institution without the prior express written permission of LICENSOR and of such institution. Notwithstanding the foregoing, LICENSOR agrees that LICENSEE shall be permitted to disclose and extend use of such DATA to its employees, agents, and consultants whose assigned duties reasonably require such disclosure and use, and only to the extent necessary to enable such persons to reasonably perform their assigned duties. LICENSEE will take appropriate measures, by instruction, agreement, or otherwise, to ensure compliance with this and the other provisions of this Agreement by LICENSEE, its employees, agents, and consultants. This provision shall survive the termination of this Agreement.
4. LICENSEE agrees that if the DATA are supplied on magnetic tape, disk, CD-ROM, or hard copy, no copies of the tape, disk, CD-ROM, or hard copy report shall be made except that one copy may be made solely for back-up purposes. LICENSEE agrees that the DATA will only be used with a single stand-alone computer, integral with a CD-ROM drive containing the DATA, which can only be accessed by a single user. LICENSEE agrees not to use, read, or transfer any part of the DATA by means of a network or modem or by any remote means of accessing the single stand-alone computer or the CD-ROM drive containing the DATA. No restrictions in this Agreement preclude the "Fair Use" printing of relatively small portions of the DATA by either a dedicated printer or through a network connection.
5. LICENSOR acknowledges that LICENSEE may have contact with individual health care institutions that contribute to the DATA in the course of its normal business operation; however, LICENSEE agrees that it will not refer to the DATA during any such contact and will not contact such institutions regarding the DATA or information contained in the DATA. However, at LICENSEE's request and expense, LICENSOR will use its best efforts to clarify any questions LICENSEE may have with reference to the DATA.
6. LICENSEE recognizes that the DATA are collected by LICENSOR and while LICENSOR believes the DATA to be accurate, LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall LICENSOR's liability for any damages, regardless of the form of action, exceed the fee paid by LICENSEE for use of the DATA. Under no circumstances shall LICENSOR be liable for incidental, consequential, special, or exemplary damages of any kind or for lost profits.
7. This Agreement also applies to all "Updates" or other versions of the DATA subsequently supplied to LICENSEE. Thus, LICENSEE may use such updated DATA only in accordance with this Agreement. Such updated DATA may be used and transferred only as part of the single product package which includes the original DATA, and may not be separated for use on more than one computer.
8. Whenever LICENSOR has knowledge or reason to believe that LICENSEE has failed to observe the terms and conditions of this Agreement, LICENSOR will notify LICENSEE of the suspected breach. If, within 30 days of such notice, LICENSEE fails to make available for inspection by LICENSOR all records and documents of LICENSEE necessary to verify compliance, LICENSOR may terminate the license granted herein and prevent LICENSEE from obtaining future licenses from LICENSOR. Upon termination, LICENSEE shall immediately return all DATA to LICENSOR. This relief for breach shall in no way limit LICENSOR from pursuing whatever other relief it deems appropriate and LICENSEE specifically agrees that in the event of a breach or threatened breach by LICENSEE, LICENSOR shall be entitled to an injunction restraining LICENSEE from further breaching action.
9. No waiver by LICENSOR of any breach on the part of LICENSEE or of any right or remedy incident thereto shall constitute a continuing waiver or a waiver of any breach or right or remedy incident thereto.
10. This Agreement supersedes all prior agreements and understandings of any nature whatsoever, oral or written, and constitutes the entire understanding between the parties hereto.
11. Each paragraph and provision of this Agreement is severable from the entire Agreement, and if one provision shall be declared invalid, the other provisions shall remain in full force and effect without regard to the invalidity of said provision.
12. This Agreement may be modified only by a written instrument executed by both parties.
13. This Agreement shall be governed by the laws of the State of Illinois.

The undersigned understands the conditions of the data agreement, as stated on this form, and agrees to abide by same. All orders must contain a signature that acknowledges acceptance of these conditions.

Signature

Name & Title

Organization

Date