

## End User License Agreement

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE CONTENT. BY USING RECEIVING AND/OR USING THE CONTENT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOTIFY LICENSOR IN WRITING AND RETURN THE CONTENT TO LICENSOR WITHIN THREE (3) BUSINESS DAYS OF YOUR PURCHASE OF THE CONTENT.** The following terms (the “Agreement”)

constitute a legally binding agreement between (i) an individual and/or the organization on behalf of which an individual is making purchase hereunder (collectively, “You”/”Your”) and Health Forum, LLC, an American Hospital Association company (together with its successors and assigns, “Licensor”).

**1. License Grant; Restrictions on Use.** Subject to the terms of this Agreement, Licensor hereby grants to You a non-exclusive, non-transferable, non-sublicensable license to access the products, data and other material You purchased from Licensor including all updates thereto provided by Licensor (collectively, the “Content”). Your license is for a single user within Your organization unless and until You purchase and pay for additional user licenses from Licensor, in which case Your use is limited solely to the number of user licenses You have purchased. You may use the Content for Your internal business purposes only. You may not share, broadcast, distribute, sell, lease, loan, transfer, reverse engineer, disassemble, modify, create derivative works of or translate the Content and may not use the Content in any service bureau or other commercial activity for use by third parties. You may not copy the Content, except for making one copy for back-up or archival purposes. For the avoidance of doubt, the grant of license provided herein does not permit for use of data that underlies the Content. For example, a license to the AHA Educator Resources does not permit changes to the Educator Slide deck or test bank unless You have a separate valid license granting permission to change AHA Educator resources. You further agree that You will not: (a) use the Content in any manner for training or development of artificial intelligence technologies or tools or machine learning language models; or (b) use the Content in connection with artificial intelligence technologies or tools or machine learning language models to generate any data or content and/or to synthesize or combine the Content or any portion thereof with any other data or content for use or distribution to any person or entity.

**2. Term, Termination.** Unless terminated earlier in accordance with this Section 2, the term of this Agreement shall be one (1) year from the date of purchase of the Content. This Agreement shall automatically renew for successive one (1) year periods unless either party terminates this Agreement by providing the other party with written notice prior to the end of the then-current



term. Either party may terminate this Agreement upon ten (10) business days' notice if the other party breaches this Agreement and fails to

cure such breach within such ten (10) day period. Upon termination or expiration of this Agreement for any reason whatsoever, You must return the Content to Licensor or destroy all copies of the Content in Your possession or control. Upon request, You shall certify to Licensor that You have done so.

**3. Payment Terms.** Licensor reserves the right to require payment prior to delivering the Content or additional licenses to You. With respect to all other invoices, You shall pay the invoices within thirty (30) days of the date thereof unless otherwise specified in Licensor's applicable order form. All renewal terms and license expansions are subject to Licensor's then current rates.

**4. Ownership; Confidentiality.** You acknowledge and agree that all Content is 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 Content. Nothing in this Agreement shall be construed to grant You any ownership interests or rights in or to the Content. You hereby agree that You will not challenge Licensor's and its licensors' proprietary rights in and ownership of the Content. You agree to keep the Content confidential, disclose the Content only to those of Your employees that have a need to know such information, and shall not disclose the Content to any third party or allow any third party to have access to the Content.

**5. Disclaimer; Limitation of Liability.** THE CONTENT IS PROVIDED "AS IS" AND LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THE ACCURACY OR RELIABILITY OF THE CONTENT. YOUR USE OF THE CONTENT IS AT YOUR OWN RISK. UNDER NO CIRCUMSTANCES SHALL 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 CONTENT, WHETHER OR NOT THERE IS NEGLIGENCE BY LICENSOR OR ITS LICENSORS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF 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 LICENSOR FOR THE APPLICABLE CONTENT DURING THE THEN CURRENT TERM.

**6. Representations, Warranties, and Covenants.** Each individual executing this Agreement on behalf of an organization represents and warrants that they have the full power and authority to enter into this Agreement and to bind such organization to all terms and

conditions in this Agreement. You represent, warrant, and covenant that You are authorized to enter into this Agreement and that You will, now and in the future, use the Content for Your internal business purposes only and not use the Content for any commercial purposes.

**7. Governing Law; Venue.** This Agreement 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.

**8. Miscellaneous.** You may not assign this Agreement without the prior written consent of 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 4-8 shall survive termination or expiration of this Agreement.