

CAHS End User License Agreement

THE CAHS TOOL IS OFFERED BY CENTER FOR PERFORMANCE SCIENCES (CPS), 6820 DEERPATH ROAD, ELKRIDGE, MARYLAND, 21075 USA. BELOW ARE THE TERMS AND CONDITIONS THAT APPLY TO THE ACCESS AND USE OF THE CAHS TOOL. THESE TERMS CREATE A LEGAL CONTRACT BETWEEN CPS AND THE LICENSEE AND EACH USER. AS A CONDITION TO ACCESSING AND USING THE CAHS TOOL, THE LICENSEE AND EACH OF ITS USERS AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS AND CONDITIONS. PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE CAHS TOOL AND CANCEL YOUR PURCHASE WITHIN FIVE DAYS OF THE DAY YOU FIRST GAINED ACCESS TO THE CAHS TOOL TO RECEIVE A REFUND.

CPS MAY MODIFY OR SUPPLEMENT THESE TERMS AT ANY TIME BY POSTING CHANGES AT WWW.CLINICALASSIGNMENTS.COM. IT IS THE USER'S RESPONSIBILITY TO PERIODICALLY VISIT THAT SITE FOR CHANGES TO THESE TERMS. IF YOU DO NOT AGREE WITH THE CHANGES CPS MAKES, YOUR REMEDY IS TO CEASE ALL USE OF THE CAHS TOOL. BY CONTINUING TO USE THE CAHS TOOL, LICENSEE AND USERS AGREE TO BE BOUND BY THE TERMS AS AMENDED.

Article 1. Definitions

- 1.1. Agreement: means the terms of this End User License Agreement, as may be renewed, modified and/or amended from time to time.
- 1.2. CAHS Tool: means the web-based software tool made accessible by CPS for scheduling assignments for healthcare students, related documentation, user interfaces, the website available currently under the URL www.ClinicalAssignments.com from which website the CAHS Tool can be accessed (and replacement websites), as well as any future programming fixes, updates and upgrades thereof made generally available by CPS.
- 1.3. IP Rights: means any and all intellectual property rights, including but not limited to copyrights, trademarks and patents, as well as know how and trade secrets contained in or relating to the CAHS Tool.
- 1.4. Licensee: means the specific organization that has purchased and paid for a license to the CAHS Tool as identified in the purchasing documents. Each separate corporate entity or organization requires a separate license.
- 1.5. Term: means the period of time during which Licensee has purchased and paid for a license to use the CAHS Tool. This Agreement will automatically renew for successive terms of equal length as the then-current term, provided that Licensee has paid the applicable license fee for such renewal term.
- 1.6. User: means an employee or contractor of the Licensee who accesses and uses the CAHS Tool.

Article 2. License and Restrictions

- 2.1. Subject to the terms of this Agreement, CPS hereby grants to Licensee a limited, non-exclusive, non-sublicensable, non-transferable, royalty-free license to access and use the CAHS Tool solely for the internal business purposes of the Licensee during the Term. Licensee may access and use the CAHS Tool through its Users. Use of the CAHS is only for the benefit of the Licensee and not of the benefit of third parties. Each User is subject to the same restrictions and obligations as the Licensee and acts or omissions by a User in violation of this Agreement will be deemed a breach of this Agreement by Licensee. Licensee is solely responsible for the access and use of the

- CAHS Tool by Users. Use of the CAHS Tool other than as permitted under this Agreement requires CPS' previous written consent.
- 2.2. Licensee and Users will not sell, assign, rent, lease, distribute, export, import, act as a service bureau, intermediary or provider, or otherwise grant rights to third parties with regard to the CAHS Tool or any part thereof. Licensee cannot create a commercial service or product based on the CAHS Tool.
 - 2.3. Licensee and Users will not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the CAHS Tool or any part thereof.
 - 2.4. Licensee and Users cannot use or attempt to use the CAHS Tool for any fraudulent, unlawful, harassing or abusive purpose. Examples of improper uses are: (a) Violating any law or regulation; (b) Posting or transmitting content you do not have the right to post or transmit, such as content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right; (c) Posting or transmitting content that is untrue, harassing, defamatory, abusive, obscene, hateful, or otherwise objectionable as determined in CPS' sole discretion; (d) Attempting to intercept, collect, transmit or store data about third parties without their knowledge or consent; (e) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (f) Using or triggering spiders, bots or other device or mechanism to search or collect data from others in an automated manner; (g) Sending or attempting to send unsolicited messages such as "spam", "chain mail" or "junk mail"; (h) Engaging in identity theft or other computer fraud; (i) Sending a "virus" to or overloading the CAHS Tool or using it for a denial of service attack; or (j) Transmitting excessively high volume of data.
 - 2.5. If CPS suspects violations of any of the above, it may take whatever steps are necessary including commencing legal action, terminating access to the CAHS Tool without notice, and cooperating with law enforcement authorities. CPS reserves the right to use means designed to assist us in identifying and/or tracking activities that we consider to be illegal or a violation of this Agreement.
 - 2.6. Licensee acknowledges and agrees that CPS, in its sole discretion, may discontinue, disable or suspend a User's ability to use the CAHS Tool or any feature thereof in CPS in circumstances where there is, in CPS' reasonable discretion, an actual or threatened breach of this Agreement.
 - 2.7. CPS reserves the right to add or modify the features or functions of the CAHS Tool, and to provide programming fixes, updates and new version, to the CAHS Tool in its sole discretion.
 - 2.8. CPS does not accept any liability in relation to any direct or indirect damages caused by (1) the release and/or the absence of release of fixes, updates or new versions of the CAHS Tool or the modification of features or functions thereof, and (2) by the suspension or termination of the license or this Agreement by CPS and/or by the User.

Article 3. Third Party Consents and Use of Data

- 3.1. Licensee agrees that it is solely responsible for obtaining at its expense any consent or approval required from any third party in order to use, transmit, disclose or share that third party's information with others by means of the CHAS Tool.
- 3.2. Licensee agrees that CPS and its affiliates (directly and through their contractors) shall have a perpetual, irrevocable right to use, modify, copy, and create derivative works of any data they collect or store with respect to or as a result of Licensee or Users' use of the CAHS Tool for their internal business purposes and for purposes of creating reports, data products, papers, and analyses that may be provided to others, provided that such data does not identify Licensee or a specific User by name without their consent.

Article 4. IP Rights

- 4.1. Licensee and each User acknowledges and agrees that any and all IP Rights to or arising from the CAHS Tool are and shall remain the exclusive property of CPS and/or its licensors. Nothing in

this Agreement transfers any such IP Rights to, or to vest any such IP Rights in, the Licensee or the User. Licensee and User will not take any action to jeopardize, limit or interfere with the IP Rights. Licensee and the User acknowledge and agree that any unauthorized use of the IP Rights is a violation of this Agreement and may also violate intellectual property laws. All title and rights in and to any third party content that may be accessed through use of the CAHS Tool is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties.

- 4.2. Licensee and each User agree not to remove, obscure, make illegible or alter any notices or indications of the IP Rights and/or CPS' rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to any materials.

Article 5. Communication Using the CAHS Tool

- 5.1. Using the CAHS Tool enables a User to communicate with other CAHS Tool users. Licensee and each User agree that CPS is only a provider of a software product and not a party to or in control of the communications and interactions between them and other users of the CAHS Tool or other third parties with whom they communicate or link to by means of the CAHS Tool.
- 5.2. CPS does not guarantee that the User will always be able to communicate with other CAHS Tool users, nor can CPS guarantee that the User will always be able to communicate without disruptions, delays or communication-related flaws or that all User communications will always be delivered to the intended recipient. Licensee and each User agree that CPS will not be liable for any such disruptions, delays or other omissions in any communication experienced when using CAHS Tool.
- 5.3. Licensee is responsible for the hardware, connectivity and other software necessary to access and use the CAHS Tool. Web access to the CAHS Tool is subject to unavailability and interruption, including due to emergencies, third party service failures, transmission problems, equipment or network problems, interference, or maintenance and repair. CPS and its affiliates are not responsible for data or messages lost, not delivered, delayed or misdirected because of interruptions or performance issue. CPS does not warrant the network speed or the accuracy and timeliness of data sent or received, and does not provide virus protection or similar anti-piracy or anti-intrusion protection for your computer.
- 5.4. CPS cannot guarantee that your transmissions or communications using the CAHS Tool will be private or secure. Licensee is solely responsible for taking such precautions and providing such security measures that are deemed necessary for communications and transmissions to be more private or secure
- 5.5. Licensee and each User acknowledge and understand that the content of the communications exchanged by Users by the use of the CAHS Tool is entirely the responsibility of the person from whom such content originated. CPS will not be liable for any type of communications transmitted by means of the CAHS Tool.

Article 6. Term and Termination

- 6.1. This Agreement will be in effect during the Term
- 6.2. In addition to other rights to terminate indicated in this Agreement, each of CPS and Licensee may terminate this Agreement in the event of a breach of this Agreement by the other party, by providing 10-day prior written notice to the other party's last known physical address or email address. CPS may prevent User access to the CAHS Tool in the event of termination.
- 6.3. Licensee may terminate this Agreement at the end of any Term by providing 90 days written notice prior to the expiration of said Term. CPS is under no obligation to refund any money for any portion of the provided service that goes unused.
- 6.4. Upon termination or expiration of this Agreement, all licenses and rights to use the CAHS Tool shall terminate, and Licensee and its Users agree to cease any and all use of the CAHS Tool, and to destroy all copies of the CAHS Tool documentation in their possession or under their control.
- 6.5. CPS will not be liable in respect to any damage caused by the termination of this Agreement.

Article 7. Representations and Warranties; Indemnification of CPS

- 7.1. Licensee represents and warrants that (a) it is authorized to enter into this Agreement and will comply with its terms, and (b) each User is authorized by Licensee to use the CAHS Tool and Licensee will require that each User comply with the terms of this Agreement. Furthermore, each User represents and warrants that the User will use the CAHS Tool in compliance with this Agreement and all applicable laws, regulations and policies.
- 7.2. Licensee and each User agree to indemnify, defend and hold CPS, CPS affiliated entities and their respective officers, directors, employees and contractors harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by said parties, in connection with or arising out of the Licensee's or such User's (a) violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein, or (b) violation of any rights of any third party, or (c) use or misuse of the CAHS Tool, or (d) communications with others by means of the CAHS Tool.

Article 8. Disclaimer of Warranties

- 8.1. THE CAHS TOOL IS PROVIDED "AS-IS," WITH NO WARRANTIES WHATSOEVER; CPS DOES NOT, MAKE ANY WARRANTIES, EITHER EXPRESSED, IMPLIED, OR STATUTORY, WITH RESPECT TO THE CAHS TOOL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR USE OR A PARTICULAR PURPOSE, WARRANTIES BASED ON COURSE OF DEALING OR USAGE OF TRADE, OR WITH RESPECT TO THE SECURITY OR PRIVACY AFFORDED TO COMMUNICATIONS AND INTERACTIONS EFFECTED USING THE CAHS TOOL. CPS FURTHER DOES NOT REPRESENT OR WARRANT THAT THE CAHS TOOL WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE, AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES CPS WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET. THE PARTIES AGREE THAT THE PROVISIONS OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT, AS ENACTED ANYWHERE, DO NOT APPLY TO THIS AGREEMENT AND DISCLAIM ANY WARRANTIES CONTAINED THEREIN.
- 8.2. LICENSEE AND EACH USER ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE CAHS TOOL REMAINS WITH LICENSEE AND EACH USER, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Article 9. Limitation of Liability and Damages

- 9.1. The user acknowledges and agrees that CPS, its affiliates, its licensors, and their respective officers, directors, employees and contractors will have no liability in connection with or arising from Licensee's or a User's use of the CAHS Tool.
- 9.2. Licensee and each User agree that in no event shall CPS, its affiliates, its licensors or their respective officers, directors, employees and contractors be liable, whether in contract, warranty, tort (including negligence), product liability, or any other form of liability, for (a) any incidental, indirect, special, or consequential damages (including without limitation any loss of data, lost profits, damage to reputation, loss of opportunity, damages due to interruption or computer failure or pecuniary loss) arising out of the performance, use or inability to use the CAHS Tool; or (b) direct or compensatory damages in an amount in excess of the license fees paid by Licensee to CPS for the CAHS Tool for the contract year when the claim arose, not to exceed in the aggregate and cumulatively US\$2,500 for all claims related to this Agreement.

Article 10. General Provisions

- 10.1. The terms and conditions of this Agreement constitute the entire agreement between the Licensee and each User and CPS with respect to the subject matter hereof. This Agreement is binding upon the parties and their successors, subcontractors, and assigns, and the Users and their respective heirs and representatives.
- 10.2. Should any term or provision hereof be deemed invalid, void or enforceable both in its entirety and in a particular application, it shall be interpreted in such a modified way so as to make it not be invalid, void or unenforceable, and the remainder of this Agreement shall nonetheless remain in full force and effect.
- 10.3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland, U.S.A., and the parties hereby agree to submit to the exclusive personal jurisdiction of the courts of the State of Maryland in any proceeding relating to this Agreement.
- 10.4. Failure by one party to enforce its rights under this Agreement shall not constitute a waiver of that party's rights for that or any subsequent breach of this Agreement.