Software License Agreement

This Software License Agreement ("Agreement") is entered into between **Lisa R. Sloane, LLC**, ("Licensor") and _____ **[health care organization name]** ("Licensee"). The Agreement is for the non-exclusive use of Ask Every Patient: REAL E-Learning Software ("Software") for a limited duration provided below. This Agreement shall be on the terms and conditions provided herein:

1.0.   **Licensee and Effective Date**.

  1.1.   Licensee is a hospital or organization whose employees wish to use the Licensed Software. Such employees ("End Users")."

  1.2.   Licensee is permitted to use the Software within an Authorized learning management system(s) or password protected intranet site located at _____ _____ **[physical address for the location of up to two learning management systems or one intranet site].** Licensee agrees and understands the Software may only be used to train employees (i.e. individuals who are employed and provide services to Licensee) via the authorized learning management system(s) or password protected intranet. Licensee may not circumvent this limitation by uploading the Software to an additional learning management system without the permission of Licensor.

  1.3.   The Effective Date of this Agreement is _____ [today's date].

  1.4.   Unless renewed in writing signed by the Licensor, Licensee's use of the Software will end after October 15, 2016 ("Term").

  1.5.   Licensee will pay to Licensor the amount of $0.00 ("License Fee") for use of the Software during the Term.

2.0.   **Installation and Third Party Programs**. The Software requires the use of third party programs. Licensor acknowledges the Software has been tested and is operational as of the date it was created. Licensee acknowledges that third party programs are updated from time-to-time and such updates may require an update to the Software. In the event Licensee becomes aware of any issue with the Software, Licensee agrees to notify Licensor immediately. Such delays in use will not be cause for any refund of the License Fee.

3.0. **Delivery and Software**. Licensor will deliver access to the Software. Software, as provided in this Agreement, includes the set of copyrighted, object code computer programs and databases licensed hereunder, and to be provided by Licensor, from time to time. The Licensor reserves all rights to the Software.

4.0. **Renewal**. As long as the Agreement is not terminated by either party by reason of default during the Term, Agreement may be renewed by mutual written agreement of the parties. After the expiration of the Term, any use by Licensee or its End Users would be unauthorized; accordingly, Licensor would be permitted to pursue all remedies at law or equity without any legal restrictions provided in this Agreement.

5.0. **End Users**. This Agreement is for the non-exclusive right for Licensee to authorize End Users to access the Software. Each End User must also agree to the End User Agreement as may be amended from time-to-time. In addition, Licensee is responsible for controlling access to the Software, limiting such use to End Users, and for any damages caused by an End User; whether directly or indirectly to Licensor.

6.0. **Assignment**. Licensee may not assign this Agreement without the express written consent of Licensor. Licensor has the right to assign its rights and obligations provided in this Agreement at anytime without the consent of Licensee. This Agreement shall terminate immediately in the event of a sale or other transfer of Licensee without the express written consent of Licensor.

7.0. **Ownership of Software**. An express condition of this Agreement is that Licensor shall at all times retain ownership of the Software recorded on the original media copy or copies and all subsequent copies of the Software, regardless of the form or media in or on which the original and other copies may subsequently exist. This Agreement is not a sale of the Software. Licensee cannot license to rent, lease, transfer, network, reproduce, display, or distribute this Software, except as specifically approved by Licensor. Licensee acknowledges that unauthorized reproduction of copies of the Software may constitute a serious crime; such actions may also result in a suit for damages, injunctive relief, and attorney's fees.

8.0. **Derivatives, Adaptations, and Modifications**. Licensee is prohibited from making any modifications to the Software and from creating any derivative of the Software. Licensee shall provide Licensor with a copy of Licensee's logo, trademark, or other marketing material if agreed upon by the parties. If any other changes or adaptations are desired,

Licensee may request assistance from Licensor; however, Licensor shall have no obligation to provide customizing services, other than those required for initial installation and for revised databases required from time to time. Any changes requested by Licensee, shall remain the sole and absolute property of Licensor and, if necessary, a work made for hire for Licensor (as such term is defined in Section 101 of the Copyright Act of 1976, as amended). To the extent work cannot be a work made for hire Licensee hereby conveys a royalty free irrevocable exclusive worldwide perpetual license to such work.

9.0. **Limitation of Liability**. Licensor shall not be liable for any compensation, reimbursement, or damages on account of any loss, claims by third parties, investments, or other commitments relating to the Software. The maximum recovery on any claim, including costs and attorney's fees, by Licensee will be the amount License Fee. Licensor has no control over the conditions under which an End User uses the Software. Thus, Licensor does not warrant the results that may be obtained by any the use of such Software. Licensor does not provide any implied warranties of merchantability or fitness for a particular purpose for the Software. Licensor is not liability for any special, incidental, consequential, indirect, or other similar damages arising from breach of any warranty, breach of contract, negligence, or any other legal theory even if Licensor has been advised of the possibility of such damages.

10.0. **Government Licenses**. Licensee shall be solely responsible for procuring and maintaining any license required to operate the business in which the Software and database are used. Licensee must ensure use of the Software is consistent with federal, state, and local law; Licensor is not providing any legal advice as to the use of the Software.

11.0. **Indemnity**. Licensee, and its permitted Assignees, if any, agree that they, jointly and severally, if more than one individual or entity, shall indemnify and hold Licensor harmless from any and all liability and claims against Licensor by anyone, which arise out of or in connection with the use of the Software. The indemnity shall include all costs, attorney's fees, and damages which Licensor is required to pay by reason of litigation or claims against Licensor for such reason. Licensor shall have the right to retain, at Licensee's cost, legal counsel of Licensor's selection for the purpose of defending such claims, but no settlement of any such claims will be made without consultation with

Licensee and its insurance carriers, if any.

12.0. **Confidentiality**. The Software and this Agreement (including the License Fee) consists of confidential material that may include trade secrets of Licensor. Licensee cannot, at anytime, publish, distribute, or otherwise disclose any of the information provided in the Software unless such information is included in a certificate of completion or results generated for a specific End User. Either during the Term or thereafter, Licensee agrees it will not develop any internal or external program containing any part of the Software, regardless of the form of the resulting code or its intended use.

13.0. **General Conditions**.

13.1. The validity and performance of this Agreement shall be governed by the law of the State of Ohio, except as to copyright and trademark matters which are covered by United States laws and international treaties. The parties exclusively and irrevocably submit to jurisdiction and venue in Hamilton County Ohio. The parties hereby waive the right to a trial by jury.

13.2. In the event of legal action brought by either party, the Licensor shall be entitled to reimbursement of legal fees as set by the court if Licensor is the prevailing party.

13.3. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions.

13.4. The expiration or termination of this Agreement shall not affect provisions of this Agreement which by their terms and meaning are of a continuing nature such as the provisions relating to the use or disclosure of confidential information and trade secrets.

13.5. This Agreement sets forth the entire understanding and agreement between Licensor and Licensee as to the subject matter hereof and merges all prior advertising, discussions, proposals, purchase orders, agreements, communications, and representations between them, whether written or oral. None of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to any of the terms or conditions hereof other than as expressly provided in this Agreement.

13.6. This Agreement may only be modified by a written agreement made subsequent to the date of this Agreement and signed by an officer of Licensor and Licensee.

13.7. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

13.8. Headings included in this Agreement are for convenience only and are not to be

used to interpret the agreement between the parties.

13.9. Recognizing the unusual nature of software and trade secrets, Licensee acknowledges Licensor's right to immediate injunctive relief in case of any breach of this Agreement by Licensee, in addition to any other remedy in damages.

13.10. Each and all of the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(Signature page to follow)

Licensee: please complete all sections highlighted in gray.

In Witness Whereof, the parties have executed this Agreement below. The Effective Date of this Agreement is _____. [to be completed by Licensor]

Licensee:

_____

[Licensee's Authorized Signatory]

Print Name:

_____

[Signatory's name]

Title:

_____

[Signatory's title]

Licensor: **Lisa R. Sloane, LLC**

_____

Lisa Sloane as an authorized agent for
Lisa R. Sloane, LLC

Supplemental Information to Be Completed By Licensee

❑ Contact information for person managing License Agreement completion (telephone number and email address)

Name:_____

Telephone Number: _____ Email Address:_____

❑ Contact information for person responsible for uploading the module to your learning management system

Name:_____

Telephone Number: _____ Email Address:_____

❑ Vendor name of your learning management system: _____

❑ Launch method and module format used by your learning management system - choose from the following:

Launch method (check one):

    ❑ inside the window
    ❑ outside the window (a new window is generated)

LMS module format (check one):

    ❑ HTML
    ❑ SCORM: 1.2
    ❑ SCORM: 2004
    ❑ AICC

Scan and email the completed License Agreement and Supplemental information to: elearning@lrsloane.com. Once we have received your completed forms, we will send you a completed copy of the License Agreement and the eLearning Module files. Please call 513-746-7839, should you have questions about completing these forms.