

## License Agreement

This Agreement is between the Licensee ("Customer") and Home Health Systems, Inc. for the licensing of the *Home Care Infection Prevention and Control Program* ("Product") and is based on the following terms and conditions:

**Ownership.** For purposes of this Agreement, the following terms shall have the following definitions:

1. "Manual" shall mean the *Home Care Infection Prevention and Control Program* Manual, as well as any updates thereto provided to Customer by Home Health Systems together with the media on which it is supplied to Customer.
2. "Derivative Works" shall mean all works of authorship, and all updates thereto, created by Home Health Systems based on the Manual or on other pre-existing works owned by Home Health Systems or for which Home Health Systems has a right to create derivative works, including but not limited to any customized version of the Manual provided to Customer.
3. "Work Product" shall mean all works of authorship created by Home Health Systems for Customer as a result of the services performed under this agreement to the extent such works are not Derivative Works.
4. "Intellectual Property Rights" shall mean all copyright, patent, trade secret, trademark, moral, termination, authorship, right of publicity, and other proprietary rights.

The Manual, the Derivative Works, and all Intellectual Property Rights related to each are and shall remain the property of Home Health Systems. Customer shall obtain no rights to the Manual or the Derivative Works other than those explicitly set forth in this Agreement. Customer shall own all rights in and title to its policies and forms provided to Home Health Systems to incorporate into the Manual, when requested.

**Grant of Site License.** Home Health Systems grants to Customer non-exclusive, limited, nontransferable license and permits Customer to use the Manual and the Derivative Works in the usual course of its business operations. Customer may not reproduce the Manual or the Derivative Works, in whole or any portion thereof, by any means, except as explicitly set forth herein or authorized by Home Health Systems in writing. The Product may not be distributed by any means to a site or location other than the business name and address(es) located on the invoice/order form and may not be accessed by unauthorized End Users.

**License.** Customer will have the right to access the Manual and Derivative Works of the Manual and the Derivative Works provided by Home Health Systems (if any) by the Customer's employees ("End Users") using cloud-based policy management software who are authorized by Customer to access the Manual. End Users are expressly forbidden from sharing their user name and password and reproducing material from the Manual or the Derivative Works in any manner not set forth in this Agreement, including but not limited to electronic screen shots, scanning and or/printing hard copies of the electronic material for distribution outside of Customer. Customer is responsible for monitoring End Users to ensure their use of the Manual and the Derivative Works complies with the terms of this Agreement. This license will be binding on Customer's agents, heirs and representatives. If any provision(s) of this agreement are found to be legally invalid, the other provisions shall remain in effect and shall be interpreted so as to give effect to the intent of the parties in an equitable manner. All rights to the Manual and the derivative works not expressly granted to Customer by this Agreement belong to Home Health Systems, Inc.

**Restrictions.** The Customer and its End Users may not:

1. Use this Product at more than one location or other business entity, unless an additional license for each site was purchased (as identified on the invoice/order form);
2. Create derivative works from the Product, such as modification of forms, develop of education programs, etc.;
3. Duplicate or distribute all or any part of the Product in any form or media or by using any technology, whether now known or later discovered;
4. Give, transfer, or sell copies of the Product, in whole or in part to any third party unless prior written permissions have been granted;
5. Use the Product in whole or in part in any print or electronic media that is for resale or redistribution without written permission from Home Health Systems;
6. Assign this Agreement to any other individual or entity, or authorize the use of the Product, nor rent or lease the Product to any other individual or entity;
7. Reverse engineer, modify or disassemble, or decompile the programs or in any way attempt to discover or reproduce the source codes, techniques, formats, concept, methods, ideas, or information contained in or used to create the programs included in the Product; or
8. Store the Product electronically.

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Certain breaches may result in Home Health Systems pursuing legal remedies against the Customer, specifically, but not limited to, unauthorized and unpaid use at sites which have not been granted a license or unauthorized use by End users.

*Disclaimer.* This Product is designed to provide accurate and authoritative information in regard to the subject matter covered. It is sold as a guideline in meeting compliance with regulatory requirements governing the practice of healthcare. The policies and procedures contained should be reviewed and requests made to Home Health Systems to customize the *Home Care Infection Prevention and Control Program* manual to meet local or county regulatory requirements and a Customer's unique needs. Because clinical practice continually evolves based on ongoing research, users should make an independent assessment of the appropriateness and applicability of a guideline or procedure in any specific instance, and should also consider the applicable federal and state laws and regulations, as well as the standard of care in a particular jurisdiction, as these may take precedence. Customer understand that the author(s) and the publisher are not engaged in rendering legal or medical advice. To the best of Home Health Systems' knowledge, these policies and procedures reflect currently accepted clinical practice and regulations. The policies and procedures should not be used to replace any medical advice or treatment. If such advice or other expert assistance is required, the services of a competent professional person should be sought. Rather, they are intended to be used by healthcare professionals to augment their clinical and operational practice. The author, editor, and publisher are not responsible for injury to persons or property, or other harm, arising from the use of the *Home Care Infection Prevention and Control Program*. Also, the author, editor, and publisher are not responsible for errors or omissions, or for any consequences from application of the information in this book, and makes no warranty, expressed, or implied, with respect to the currency, completeness or accuracy of the contents of the publication. Application of this information in a particular situation remains the professional responsibility of the practitioner; the clinical treatments described and recommended may not be absolute and universal recommendations.

*Warranty.* All data, software, and documentation, are provided "as is" without any other warranties or guarantees of any kind, either expressed or implied including, but not limited to any implied warranties of merchantability, any warranty of performance, fitness for a particular purpose, or ability to achieve a particular result. Customer assume the entire risk as to the selection, use, efficiency, and suitability of the licensed product, quality and performance of the data, materials, and documentation contained in the Product. Home Health Systems and its affiliates, agents, distributors, and licensors cannot and do not warrant the accuracy, completeness, currentness, non-infringement, merchantability, or fitness for a particular purpose with respect to the Product, Home Health Systems, or the use thereof. Neither Home Health Systems nor its licensors, distributors, or affiliates make any warranty that the Product is compatible or operable with the user's computer equipment or software, or that the Product will perform without interruption or be free of errors.

*Limitation of Liability.* In no event shall either party be liable for any consequential, incidental, special, or indirect damages suffered or asserted by the other party, regardless of whether it has been advised of the possibility of such damages.

*Term of license.* This Agreement shall remain in effect on an ongoing basis until terminated. This license will be terminated automatically without notice from Home Health Systems if you fail to comply with any terms of this Agreement or fail to make a payment for the license renewal. In case of cancellation of subscription, all previously billed subscriptions are non-refundable. In the case of non-payment of any amounts due by Licensee, ten (10) days after receipt by Licensee of written notice, Home Health Systems may terminate Licensee access to the forms, documentation systems and manuals. In the event of termination, digital access will be removed and the Product and all forms, checklists, etc. must be removed from all networks operated or managed by Customer and all Manuals and Derivative works destroyed.

*Status of the Parties:* Under this Agreement Home Health Systems is an independent contractor and not the employee or agent of Customer. Nothing contained in this Agreement shall be construed to create a joint venture, partnership or relationship other than that of Home Health Systems providing services under this Agreement as an independent contractor.

*Governing Law.* This represents the entire agreement between Customer and Home Health Systems, Inc. and this agreement is construed according to the laws of the State of Florida.

*Notice:* Any notices to Home Health Systems, Inc. shall be addressed to the attention of its Principal at 860 6<sup>th</sup> Ave. S., Naples FL 34102-6706.

*Effective:* February 24, 2008 *Updated:* 10/14/12, 03/12/14, 05/02/15, 06/01/16, 06/01/17, 06/01/18, 05/22/19, 06/1/19, 05/24/20, 07/11/21.