

## 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 and any updates provided to Customer by Home Health Systems and the media on which it is supplied to the Customer.
2. "Derivative Works" shall mean all works of authorship and all updates created by Home Health Systems based on the Manual or 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 to its policies and forms, provided to Home Health Systems for incorporation into the Manual upon request.

**Grant of Site License.** Home Health Systems grants the Customer a non-exclusive, limited, non-transferable license and permits the 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.** The 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, which the Customer authorizes to access the Manual. End Users are expressly forbidden from sharing their username 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 screenshots, scanning, and /or printing hard copies of the electronic material for distribution outside of the Customer. The Customer is responsible for monitoring End Users to ensure their use of the Manual and the Derivative Works comply with this Agreement's terms. This license will be binding on the 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 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, development 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, concepts, 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 that have not been granted a license or unauthorized use by End users.

*Disclaimer.* This Product is designed to provide accurate and authoritative information regarding the subject matter covered. It is sold as a guideline for meeting compliance with regulatory requirements governing healthcare practice. The policies and procedures contained herein should be reviewed, and requests should be made to Home Health Systems to customize the *Home Care Infection Prevention and Control Program*<sup>™</sup> manual to meet local or county regulatory requirements and a Customer's unique needs. Because clinical practice continually evolves in response to ongoing research, users should independently assess the appropriateness and applicability of a guideline or procedure in any specific instance. They should also consider applicable federal and state laws and regulations, as well as the standard of care in the relevant jurisdiction, as these may take precedence. Customers 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 practices 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 for use 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 using the *Home Care Infection Prevention and Control Program*. Also, the author, editor, and publisher are not responsible for errors, omissions, or any consequences from the application of the information in this book and make no warranty, expressed or implied, concerning the currency, completeness, or accuracy of the publication's contents. Application of this information in a particular situation remains the professional responsibility of the practitioner; the clinical treatments described and recommended are not absolute or universal.

*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. Customers assume all risk regarding the selection, use, efficiency, and suitability of the Licensed Product, as well as the 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 concerning the Product, Home Health Systems, or the use thereof. Neither Home Health Systems nor its licensors, distributors, or affiliates makes 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 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 make a payment for the license renewal. Upon cancellation of a subscription by either party, all previously billed amounts are non-refundable. In the case of non-payment of any amounts due by the Licensee, ten (10) days after receipt of written notice by the Licensee, Home Health Systems may terminate the Licensee's access to the forms, documentation systems, and manuals. Upon termination, digital access will be removed. The Product and all forms, checklists, and similar materials must be removed from all networks operated or managed by the Customer, and all Manuals and Derivative works must be 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 content 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, 1/29/24, 2/14/25, 02/2/26.