



Managed Care Information Center - License Agreement

**The National Directory of Hospital Systems, Hospitals & Affiliates
-- Database on CD-ROM --**

ISBN 1-882364-34-1

The Managed Care Information Center (MCIC) and the Company named below (“the Company”) agree that the following terms will govern use of each product identified above, including the medium (except in the case of an online product), its contents, supporting documentation, and any upgrades or revised editions that MCIC provides to you under this License Agreement (collectively, the “Product”).

1. Grant of License. MCIC grants to the Company non-exclusive, non-transferable, limited license to use the Product on a single computer workstation, for a single user (“Authorized User”) to fulfill his/her job responsibilities in connection with marketing the products and services of the Company. Except with respect to online Products, the Company may (a) install the Product in a single location on a hard disk or other storage device, (b) make one back-up copy of the contents of the Product, and (c) print hard copies of the contents of the Product solely for the purposes noted above. With respect to an online Product, the Authorized User may access the Product from a single computer workstation and may download and print hard copies of the contents of the Product solely for the purposes noted above. In either case, no other reproduction of the Product in any form is authorized.

2. Limitations on License. Only the Authorized User is entitled to access or use the Product. The Product may not be installed on any network, whether local area or wide area, nor may it or materials generated from it be transmitted electronically to anyone else. If a change in circumstances requires a change in the Authorized User (or if you need multiple Authorized Users), please contact MCIC to amend this License. The Product may not be incorporated into any other product, except a software product that the Authorized User uses to manage his/her personal contact information. Neither the Product nor printed materials generated from it may be offered for sale, lease or other exchange of value to third parties without MCIC’s prior written permission. No person may reverse engineer, disassemble, decompile or otherwise derive source code from the Product’s software. A Company whose principal business is marketing the products or services of others may not use the Product for the benefit of that Company’s clients without MCIC’s prior written permission.

3. Fee. The Company identified below agrees to pay to MCIC the applicable license fee, as separately stated.

4. Intellectual Property. The Product consists of intellectual property belonging to MCIC, or to other parties who have licensed their intellectual property to MCIC. This intellectual property includes copyrighted material, trademarks, and trade secrets and MCIC is willing to grant to the Company access to MCIC’s Product only in return for the Company’s agreement to all of the terms set forth in this License Agreement. MCIC may, but are not obligated, to provide updates and revised editions of the Product to Company, unless MCIC separately has agreed to do so in connection with your purchase of this License.

5. Limitation of Warranty and Liability. MCIC undertake every reasonable effort to ensure that the contents of the Product are accurate, but MCIC cannot guarantee either accuracy or completeness. For a period of 60 days from the date the Product (other than an online Product) is delivered to the Authorized User, MCIC warrant that the medium will be free of manufacturing defects that prevent the Authorized User from loading it onto his/her computer. MCIC’s sole obligation under this warranty is to replace any defective medium, provided that the Authorized User has notified MCIC of the defect during the 60-day period. MCIC DISCLAIMS ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. MCIC WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS OF ANY KIND, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES (EVEN IF MCIC HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR RESULTING FROM POSSESSION OR USE OF THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING FROM RELIANCE ON THE CONTENTS OF THE PRODUCT. ERRORS IN ITS CONTENTS, AND DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. IF THE FOREGOING LIMITATION IS HELD TO BE UNENFORCEABLE, MCIC'S MAXIMUM LIABILITY SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEES PAID HEREUNDER. THE REMEDIES AVAILABLE AGAINST MCIC UNDER THIS AGREEMENT ARE EXCLUSIVE. NOTE THAT SOME STATES DO NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY.

6. **Resolution of Disputes.** You agree that any dispute arising from, relating to or in any manner connected with this License Agreement shall be construed under and resolved in accordance with the laws of the State of New Jersey, exclusive of its choice of law rules, and, in connection with any such dispute, Company and MCIC each agree to submit to the personal jurisdiction of the state or federal courts of New Jersey.

7. **Term and Termination.** The license granted under this Agreement and the terms of this Agreement shall be automatically renewed upon the continued payment of the annual maintenance fee(s) unless either party notifies the other in writing of an intent to terminate or a request to modify terms at least sixty days (60) days prior to the anniversary of this Agreement. This License Agreement is effective until terminated. However, MCIC may terminate this License Agreement effective immediately upon delivery of written notice to the address below if MCIC has a good-faith basis to believe that the Product has been used in a manner that violates the terms of this License Agreement. Upon expiration or termination, you are required to destroy or return the Product to us and to delete all electronic copies of any portion of the Product from storage.

Effective Date: _____

Name: _____ Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zipcode: _____

Telephone: _____ Fax Number: _____

E-Mail Address: _____

Web Address: _____

Number of Authorized Users: _____

Authorized User Name: _____

Authorized User Signature: _____

User agrees that this data will not be transferred to any third party. (Please initial) _____

User agrees to destroy and discard data diskette and remove from harddrive the database on or before anniversary date. _____ (Please initial)