

## HealthPartners TCRRV<sup>™</sup> Online License Agreement

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- 3. The Tool is owned by HPI or one of its affiliates, subsidiaries, or other related organizations. HPI reserves all rights to the Tool except those that we specifically give to you in this Agreement. Nothing in this Agreement shall convey to you any further rights, title or interest in and to the Tool.
- 4. You may not reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble, create a derivative work based on, sell, transfer, disclose, rent, license, or sublicense, in whole or in part, the Tool without our written consent. You will not remove, alter, cover, obfuscate, or modify any patent, copyright, trademark or other proprietary notice from any copy of the Tool, without HPI's written consent.
- 5. Subject to the limitations contained hereunder and our rights in and to the Tool, you will own all data and output generated by you using the Tool in performing analysis on your data ("Output"). You may share the Tool with your customers to the extent minimally necessary to explain your Output. You may use your Output for your own internal business purposes only and may publish your Output to external audiences, including, but not limited to, peer review journals, trade groups, and vendors (collectively "Publications"); provided, however, that you must identify the Tool in such Publications as originating from HPI using the following attribution:
  - This work is based on the patented algorithm of **HealthPartners**, **Inc.** (**Bloomington**, **MN**) and is used with their permission.
- 6. This Agreement will be in effect until terminated. Either party may terminate this Agreement without cause upon notice to the other party. Upon termination of this Agreement (a) the license granted to you in this Agreement will terminate, (b) you must immediately discontinue the use of the Tool and Content (defined below) and any HPI intellectual property in your possession and control, and (c) you must delete all components, content and materials included in the Tool (collectively "Content") in your possession and control.

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- 9. You hereby consent to HPI's use of your name, logos, trademarks, or trade name in marketing materials, presentations, advertisements, news releases, and other publications regarding your use of the Tool.
- 10. YOU ACCEPT THE METHODOLOGY AND CONTENT "AS IS", WITHOUT WARRANTY OF ANY KIND, AND WE DISCLAIM ANY EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. YOU MUST USE YOUR INDEPENDENT JUDGEMENT ON WHETHER TO USE OR IMPLEMENT THE TOOL. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE TOOL AND ASSUME ALL RISK IN THE USE OF THE TOOL. UNDER NO CIRCUMSTANCES WILL HEALTHPARTNERS BE LIABLE TO YOU FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR REVENUES RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY THEORY, NEGLIGENCE, OR OTHERWISE, OR TERMINATION OF THIS AGREEMENT, EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11. The relationship of the parties hereto is that of independent contractors. You may not assign any of your rights or duties hereunder, (by operation of law, change of control, or otherwise), to any third party without our written consent, and any purported assignment in violation of this provision will be void. If any ambiguity or question of intent arises, this Agreement will be construed as if jointly drafted by the parties and no inference, presumption, or burden of proof will arise favoring or disfavoring either party by virtue of authorship of the provisions of this Agreement. This Agreement constitutes the entire agreement of the parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement may not be amended except by an agreement in writing signed by the parties hereto.

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