

JOINT COMMISSION RESOURCES EPRODUCTS

TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS (“Agreement”) govern the use of Joint Commission Resources, Inc. (“JCR”) Solution(s) (as defined below) and is effective upon the first use or access by Organization (as defined below). This Agreement is a contract between Organization and JCR (each a “Party”, and collectively the “Parties”). You acknowledge that you are agreeing to this Agreement on behalf of Organization, and you represent and warrant that you have the authority to bind Organization to this Agreement. If you do not agree to this Agreement, do not access or use the Solution(s).

DEFINITIONS

“Affiliate” is included in the term Organization, Party, or Parties, and means any business entity that, from time to time, is controlled by or under common control with Organization or is an Organization’s authorized agent to procure services and products under this Agreement.

“Authorized User(s)” means individuals who have been supplied user identifications and passwords by Organization (or by JCR at Organization’s request) under a License. For purposes of clarity, Organization shall only assign Authorized Users directly associated with use to benefit the License location. In no event shall Client assign Authorized User(s) that are direct competitors with The Joint Commission or Joint Commission Resources, Inc. without prior written consent in each instance from JCR.

“Co-Branded Solutions” (IF APPLICABLE) means hosted, online, web-based applications that are provided in collaboration with JCR, hosted by third parties other than JCR and are identified as co-branded offerings.

“Intellectual Property” means patents, copyrights, trade secrets, trademarks (including trade names, logos and service marks) and confidential know-how, in each case whether registered or unregistered, and including any applications or registrations for any of these, and the equivalent, on a world-wide basis, and all rights related thereto.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“License” means a licensed subscription to a Solution(s) for each unique location listed under an Organization’s account at the [JCR Webstore Account](#) webpage. A "Single" license access to a Solution(s) is restricted to one (1) Authorized User.

“Organization” means the healthcare organization, including its Affiliates and Authorized User(s).

“Organization Data” means all information, data, and materials provided, or approved to be uploaded by a third party, by Organization, whether in electronic form or otherwise. Organization Data does not include content from the various versions of The Joint Commission’s Comprehensive Accreditation Manual(s) that is made available through the Solution(s).

“**Solution(s)**” means the hosted, online, web-based, or mobile applications and platforms provided via a License to Organization by JCR including associated offline components but excluding third party applications.

1. SOLUTIONS

1.1 **Provision of Solution(s).** JCR shall make the Solution(s) available to Organization pursuant to this Agreement during each subscription term. Organization agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by JCR regarding future functionality or features.

1.2 **Acceptable Use Policy.** All Authorized User(s) will be required to acknowledge an Acceptable Use Policy (AUP) periodically upon entering the Solution(s), the current version of which can be found at the [eProducts Legal Documents](#) webpage.

1.3 JCR Responsibilities.

1.3.1. JCR shall: (i) provide, Organization basic support for the Solution(s) at no additional charge, and/or upgraded support if purchased, and, (ii) use commercially reasonable efforts to make the Solution(s) available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which JCR shall give at least 8 hours notice via the Solution(s), and which JCR shall schedule, to the extent practicable, during off-peak hours), or (b) any unavailability caused by circumstances beyond JCR’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving JCR employees), or Internet Service Provider (ISP) failures or delays.

1.3.2. JCR will provide technical support for the Solution(s), provided that Organization has paid all fees required, and further provided that JCR will have no obligation to provide support to Organization with respect to (i) use of the Solution(s) other than according to this Agreement; or (ii) any combination of the Solution(s) with hardware, software, or technology not provided by JCR.

1.4 Organization Responsibilities.

1.4.1. Organization shall (i) be responsible for Authorized Users(s)’ compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Organization Data and of the means by which it acquired Organization Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Solution(s), and notify JCR promptly of any such unauthorized access or use, (iv) be solely responsible for Authorized User(s) passwords and access to the Solution(s), and, (v) use the Solution(s) only in accordance with this Agreement and applicable AUP and any applicable laws and/or government regulations.

1.4.2. Organization shall not (i) make the Solution(s) available to any third party other than Authorized User(s), (ii) sell, resell, rent or lease the Solution(s), (iii) use the Solution(s) to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iv) use the Solution(s) to store or transmit Malicious Code, (v) interfere with or disrupt the integrity or performance of the Solution(s) or third-party data contained therein, or (vi) attempt to gain unauthorized access to the Solution(s) or their related systems or networks.

- 1.5 1.4.3 Organization recognizes that a firewall exists which addresses the need to avoid any real or perceived conflict of interest between the receipt of JCR advisory services and The Joint Commission accreditation activities. Organization may transfer its Joint Commission accreditation or certification data into the Solution(s) and the parties acknowledge that such transfer is done solely at the request of Organization. **Organization Account Management.** Organization shall designate an internal contact who shall be responsible for Organization's Solution(s) account at all times and shall actively manage Authorized User(s) subscriptions. If such person leaves Organization or ceases to serve as the Solution(s) contact, Organization must promptly notify JCR and designate another internal contact. Organization shall frequently monitor the email address provided to JCR for Organization's Solution(s) account.

2. CO-BRANDED SOLUTIONS

- 2.1 **Co-Branded Solutions (IF APPLICABLE).** JCR may offer Co-Branded Solutions for subscription. Any other acquisition or subscription by Organization of third-party products or services other than for a Co-Branded Solutions, including but not limited to third-party applications and implementation, customization and other consulting tools, and any exchange of data between Organization and any third-party provider, is solely between Organization and the applicable third-party provider. JCR does not warrant or support third-party products or Solution(s), whether or not they are designated by JCR as "certified" or otherwise. No purchase of third-party offerings is required to use the Solution(s).

- 2.2 **Co-Branded Solutions and Organization Data (IF APPLICABLE).** If Organization subscribes to a Co-Branded Solutions, Organization acknowledges that JCR may allow providers of those Co-Branded Solutions to access Organization Data solely to the extent required for the operation, optimization, and delivery of the Co-Branded Solutions.

2.3 Third Party Content.

2.3.1 Information and services may be provided outside the Solution(s) as a benefit and service in furtherance of JCR's mission. JCR makes no warranties or representations about the suitability of this information and these services for any particular purpose.

2.3.2 There may be links and pointers to third party websites or content contained within the Solution(s). These sites or content referenced or linked from the Solution(s) may not be under JCR control. JCR does not assume any responsibility or liability for any information, communications or materials available at such linked sites or content, or at any link contained in a linked site or third party content. Each individual site has its own set of policies with regard to information contained within the site. Organization assumes sole responsibility for use of third party content, links, and pointers. Further, any such links or pointers do not constitute JCR endorsement of any products and services.

3. FEES AND PAYMENT

- 3.1 **Fees.** Organization shall pay all fees required. Except as otherwise specified herein, (i) fees are quoted and payable in United States dollars (ii) fees are based on Solution(s) purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable except in the case of overpayment, and (iv) the number of :License(s) purchased cannot be decreased during the relevant License(s) term.

- 3.2 **Invoicing and Payment.** Fees will be invoiced in advance, or within ninety (90) days, of JCR providing a License to Organization. Unless otherwise agreed to in writing by the Parties, fees

are due upon receipt of invoice or at point of purchase. Organization is responsible for maintaining complete and accurate billing and contact information in the Solution(s).

- 3.3 **Suspension of Solution(s).** If any charge owing by Organization is thirty (30) days or more overdue, JCR may, without limiting its other rights and remedies, suspend Organization's (including all Authorized User(s)) access to the Solution(s) until such amounts are paid in full.

4. PROPRIETARY RIGHTS

- 4.1 **Reservation of Rights.** The Solution(s) are protected by law, including, but not limited to, United States copyright law and international treaties. The Solution(s) contents, including, without limitation; text, pictures, graphics, source code, and other files as well as the selection and arrangement thereof are copyrighted materials of JCR or its licensors, all rights reserved. The trademarks, service marks, trade names, and logos, including, but not limited to, page headers, custom graphics, button icons, and scripts (collectively, the "Trademarks") used and displayed in the Solution(s) are registered and unregistered trademarks, service marks and/or trade dress of JCR or its licensors, and Organization may not copy, imitate or use the Trademarks, in whole or in part, for any purpose, including without limitation in any marketing or advertising materials. No license or other right to use any Trademark used or displayed on the Solution(s) is granted to Organization.

Subject to the limited rights expressly granted hereunder, JCR or its licensors, as applicable, reserve all rights, title and interest in and to the Solution(s), the aggregated statistical data collected by the Solution(s), and all related intellectual property rights. No rights are granted to Organization hereunder other than as expressly set forth herein.

- 4.2 **Ownership of Organization Data.** As among JCR and Organization, Organization exclusively owns all rights, title and interest in and to all Organization Data. This clause shall not apply to any data exchanged between Organization and JCR Affiliates.

5. DATA USE AND LICENSE GRANT

- 5.1 **License Grant.** Subject to the terms and conditions of this Agreement, Organization grants to JCR a full license to use Organization Data as permitted under this Agreement. JCR grants to Organization the right to use the Solution(s) License solely for Organization's internal management, reference, and informational purposes related to patient safety and quality of care (collectively, the "Authorized Use"). For any use other than an Authorized Use, Organization must receive JCR express written permission, and the granting of such permission may entail an additional fee payable by Organization to JCR.

- 5.2 **Suggestions.** JCR shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Solution(s) any suggestions, enhancement requests, recommendations or other feedback, including utilization data, provided by Organization, including Authorized User(s), relating to the operation of the Solution(s).

- 5.3 **Aggregate Data.** Organization Data shall and may be utilized to create data analytics within the Solution(s) for the Organization. JCR may aggregate and de-identify Organization Data and will own the resulting aggregated data collected by the Solution(s). De-identified and aggregate information may be shared with all who participate in the Solution(s) and any such data disclosed to third parties will be de-identified and will not be traceable to Organization. Organization has the right to access Organization Data and correct it should the need arise. JCR will access and use Organization Data to assist Organization performance improvement efforts and may disclose de-identified information for use in educational or other published materials. By accepting this

Agreement, Organization consents to the collection, processing, disclosure, and transfer of Organization Data for the above stated purposes.

- 5.4 **Authorized Use.** Use of the Solution(s) is limited to the applicable License and subject to full payment of any applicable fees.
- 5.5 **License Limitations.** Organization shall not (i) permit any third party to access the Solution(s) except as permitted herein, (ii) modify or create derivative works based on the Solution(s), (iii) copy, frame or mirror any part or content of the Solution(s), other than copying or framing on Organization's own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Solution(s), or (v) access the Solution(s) in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Solution(s).

6. **PROTECTED HEALTH INFORMATION**

THE PARTIES AGREE THAT THE SOLUTION(S) ARE NOT INTENDED TO, AND ARE NOT DESIGNED FOR, STORING, TRANSMITTING OR ACCESSING OF PROTECTED HEALTH INFORMATION AND THE PARTIES DO NOT INTEND TO CREATE A BUSINESS ASSOCIATE RELATIONSHIP HEREWITH. THEREFORE, ORGANIZATION MAY NOT INCLUDE PROTECTED HEALTH INFORMATION IN ITS ORGANIZATION DATA, AND ORGANIZATION INDEMNIFIES JCR AND ITS AFFILIATES FOR ANY VIOLATION OF THIS SECTION.

7. **WARRANTIES, EXCLUSIVE REMEDIES, DISCLAIMERS, AND LIABILITY**

- 7.1 THE SOLUTION(S), INCLUDING ALL CONTENT, APPLICATIONS, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION, IS PROVIDED "AS IS," "WITH ALL FAULTS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. JCR, AND ITS AFFILIATES AND LICENSORS, DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SOLUTION(S), EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, MERCHANTABILITY OF COMPUTER PROGRAMS, DATA ACCURACY, SYSTEM INTEGRATION, AND INFORMATIONAL CONTENT.
- 7.2 NEITHER JCR, ITS RESPECTIVE AFFILIATES, OR LICENSORS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE OPERATION OF THE SOLUTION(S), THE USE, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF THE MATERIALS AVAILABLE ON THE SOLUTION(S) OR ANY OTHER WEBSITE LINKED TO THE SOLUTION(S). THE MATERIALS OF THE SOLUTION(S) MAY BE OUT OF DATE, AND NEITHER JCR, ITS AFFILIATES, OR LICENSORS MAKES ANY COMMITMENT TO UPDATE THE MATERIALS AT THE SOLUTION(S). THE SOLUTION(S) MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET; ORGANIZATION ACKNOWLEDGES THAT NEITHER JCR, ITS AFFILIATES, VENDORS, OR LICENSORS OPERATE OR CONTROL THE INTERNET. NEITHER JCR, ITS AFFILIATES, OR LICENSORS WARRANTS THAT THE FILES AVAILABLE FOR DOWNLOADING FROM THE SOLUTION(S), IF ANY, WILL BE FREE FROM INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. NEITHER JCR, ITS AFFILIATES, OR LICENSORS WARRANT THAT THE SOLUTION(S), SOFTWARE, MATERIALS, PRODUCTS, OR SERVICES WILL BE UNINTERRUPTED OR ERROR-

FREE OR THAT ANY DEFECTS IN THE SOLUTION(S), SOFTWARE, MATERIALS, PRODUCTS, OR SERVICES WILL BE CORRECTED.

7.3 RESPONSIBILITY; PROFESSIONAL ADVICE. ORGANIZATION, FOR AND ON BEHALF OF ITSELF AND ITS AUTHORIZED USER(S), ASSUMES ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO THE SELECTION OF THE PARTICULAR SOLUTION(S) TO ACHIEVE ITS INTENDED RESULTS. AS BETWEEN JCR AND ORGANIZATION, ORGANIZATION ASSUMES ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OR APPLICATION OF THE SELECTED SOLUTION(S) OR ANY MATERIALS RETRIEVED THEREFROM, INCLUDING THOSE TO ANY THIRD PARTY, FOR THE CONTENT, ACCURACY, AND REVIEW OF SUCH RESULTS. NEITHER JCR, ITS AFFILIATES, OR LICENSORS ARE ENGAGED IN RENDERING LEGAL, MEDICAL, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE OR SERVICES. IF LEGAL, ACCOUNTING, MEDICAL, ACCOUNTING, TAX OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

7.4 LIMITATION OF LIABILITY.

THE MAXIMUM LIABILITY OF JCR, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS TO ORGANIZATION FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND ORGANIZATION'S OR AFFILIATE'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES PAID IN THE PREVIOUS 12 MONTHS BY ORGANIZATION OR ITS AFFILIATES TO JCR HEREUNDER FOR THE SOLUTION GIVING RISE TO ANY CLAIM. IN NO EVENT SHALL JCR, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SOLUTION(S) PROVIDED UNDER THIS AGREEMENT, EVEN IF JCR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL JCR AND ITS LICENSORS, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES OR SUBSIDIARIES, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF RELATING TO THE USE OR INABILITY TO USE THE SOLUTION(S), ANY WEBSITES LINKED TO THE SOLUTION(S), THE MATERIALS, SOFTWARE OR OTHER INFORMATION CONTAINED IN THE SOLUTION(S), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WHILE ORGANIZATION'S USE OF THE SOLUTION(S) IS AT ORGANIZATION'S OWN RISK, IF JCR SHOULD HAVE ANY LIABILITY FOR ANY LOSS, HARM OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ORGANIZATION'S USE OF THE SOLUTION(S), JCR'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS SHALL NOT EXCEED THE LESSER OF \$1,000 OR THE AMOUNT OF FEES PAID TO JCR BY ORGANIZATION FOR THE APPLICABLE PORTION OF THE SOLUTION(S) IN THE PRECEDING SIX (6) MONTHS. ORGANIZATION ACKNOWLEDGES THAT ABSENT ORGANIZATION'S AGREEMENT TO THIS LIMITATION, JCR AND ITS LICENSORS WOULD NOT PROVIDE THE SOLUTION(S) OR THE MATERIALS ACCESSIBLE HEREIN.

8. CONFIDENTIALITY

- 8.1** In connection with this Agreement, each Party ("Disclosing Party") may make available its Confidential Information, as defined below, to the other Party ("Recipient"). Recipient shall only use Confidential Information for the limited express purposes of this Agreement. Except as specifically permitted in this Agreement, JCR's Public Information Policy, or as required by law, rule or regulation (with reasonable prior notice to the Disclosing Party, unless prohibited by the order, to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent), Recipient shall not disclose any Confidential Information to any third party without the prior written consent of Disclosing Party. Recipient shall at all times keep the Confidential Information confidential and shall take all reasonable security precautions (and in any event at least as great as the precautions Recipient takes to protect its own comparable Confidential Information) to keep confidential and protect the Confidential Information from unauthorized access and use.
- 8.2** For the purposes of this Agreement, "Confidential Information" means any information, technical data, or know-how (including, but not limited to, information relating to research, products, software, services, development, processes, tools, methods, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees (and other personnel) and business opportunities) disclosed by the Disclosing Party to Recipient either directly or indirectly in any form whatsoever (including, but not limited to, in writing, in machine readable or other tangible form, orally or visually): (i) that has been marked as confidential or proprietary or by similar restrictive notation; (ii) whose confidential or proprietary nature has been made known by Disclosing Party, orally or in writing, to Recipient, and if orally, confirmed in writing as confidential or proprietary within ten (10) business days; or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential or proprietary.
- 8.3** The obligations hereunder for such Confidential Information shall not apply to information that:
- i. Is or becomes publicly available through no fault of the Recipient;
 - ii. Is disclosed to the Recipient by a third party entitled to disclose such information;
 - iii. Is already known to the Recipient as shown by its prior written records;
 - iv. Is independently developed by the Recipient as evidenced by written records; or
 - v. Is required by law or court order to be disclosed; provided, however, that in such a case the Recipient shall give the Disclosing Party notice of such required disclosure (unless prohibited by such order) as soon as reasonably practicable so that the Disclosing Party may have an opportunity to contest such disclosure or obtain protective orders regarding such disclosure.

8.4 Notwithstanding anything to the contrary contained herein, when a serious condition that appears to imminently jeopardize public safety or the safety of a patient is found in an Organization or Affiliate facility, and when this condition has been pointed out to the chief executive officer or equivalent, JCR may notify the authorities having jurisdiction.

9. TERM

9.1 **Term of Subscriptions.** Subscriptions commence upon payment and continue for the calendar year (or remainder thereof) associated with the calendar year version purchased ("Term"), unless otherwise terminated as set forth herein.

9.2 **Termination for Cause.** A Party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. This Agreement will terminate automatically without any prior notice from JCR if Organization violates the "Authorized Use and License Limitations" terms of this Agreement. Upon termination, Organization shall no longer be permitted access to any Solution(s) and each Authorized User(s) shall be deactivated. Termination for any of the foregoing, or termination by Organization, shall not affect JCR's entitlement to any sums due hereunder, and Organization shall not be entitled to any refund of any portion of the fees paid.

9.3 **Return of Organization Data.** Upon termination or expiration of this Agreement, JCR shall have no obligation to maintain or provide any Organization Data and may upon Organization's written request, unless legally prohibited, delete all Organization Data in their systems or otherwise in their possession or under their control.

10. MISCELLANEOUS

10.1 **Notice.** Notices to Organization shall be provided via e-mail to the e-mail address provided for License owner or contact identified on Organization's account at the [JCR Webstore Account](#) webpage. All notices to JCR under this Agreement shall be in writing. Notices may be given personally or sent by U.S. mail or private express courier and shall be deemed given upon delivery, if given personally, or when deposited with the private courier or U.S. Postal Service with the proper postage affixed, if sent by mail. Notices shall be addressed as follows:

Notice to JCR*:

Joint Commission Resources
1515 West 22nd Street, Suite 1300W
Oak Brook, IL 60523

Attn: Vice President eProducts, Publications, Education

*with a required copy sent to the attention of "General Counsel."

10.2 **Export.** Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Solution(s). Without limiting the foregoing, (i) each of JCR and Organization represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Organization shall not permit Authorized User(s) to access or use Solution(s) in violation of any U.S. export embargo, prohibition or restriction.

- 10.3 Survival.** The “PROPRIETARY RIGHTS,” “DATA USE AND LICENSE GRANT,” “CONFIDENTIALITY,” “WARRANTIES, EXCLUSIVE REMEDIES, DISCLAIMERS, AND LIABILITY,” “Governing Law & Jurisdiction,” “Severability,” “Waiver,” “Conflicts,” and “Dispute Resolution” sections herein shall survive termination of this Agreement.
- 10.4 Governing Law & Jurisdiction.** The Parties agree that this Agreement is entered into in the State of Illinois, United States of America, governed and interpreted by the laws of the State of Illinois without application of its conflicts of law principles, and the Parties submit to the personal jurisdiction of the state or federal courts located in Cook County or DuPage County, Illinois.
- 10.5 Assignment.** Neither Party shall assign this Agreement (directly, indirectly, or by operation of law as the result of a merger, sale of equity interest or otherwise) without the other Party’s consent, and any attempt to do so shall be void.
- 10.6 Waiver.** The terms or conditions of this Agreement may be waived only by a written instrument executed by the Party waiving compliance. Such waiver, or a failure by either Party to enforce its rights under this Agreement, shall not affect or impair any other available rights or remedies.
- 10.7 Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or arrangements regarding the subject matter hereof.
- 10.8 Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, such term or provision shall not affect the other terms or provisions hereof or the whole of this Agreement. Any such term or provision shall be deemed modified to the extent necessary in the court’s opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the Parties hereto.
- 10.9 Update to Terms.** JCR reserves the right to modify the Solution(s) and the materials, features and services provided on the Solution(s) at any time without prior notice to Organization as long as such modifications do not materially degrade the Solution(s) at the time initially provided. JCR shall have the right to revise this Agreement at any time by updating this posting. By using the Solution(s), Organization agrees to be bound by any such revisions and should therefore periodically visit the [eProducts Legal Documents](#) webpage to determine the then-current terms to which Organization is bound.
- 10.10 Conflicts.** However, to the extent of any conflict or inconsistency between the provisions in this Agreement and any exhibit or addendum hereto, the terms of this Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in an Organization purchase order or in any other Organization order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- 10.11 Dispute Resolution.** If any dispute arises out of or relating to this Agreement the Parties will attempt to settle it in good faith by negotiation. If the Parties are unable to settle any dispute by good faith negotiation within twenty-one (21) calendar days of either Party giving notice of an event giving rise to such dispute, then the Parties agree that any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or

termination, shall be referred to and finally resolved by arbitration under the UNCITRAL Arbitration Rules as at present in force, which are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Chicago, Illinois. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of Illinois.

10.12 Federal Government End Use Provisions. JCR provides the Solution(s) for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Solution(s) include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

10.13 International Use. Neither JCR nor its affiliates makes any representation that materials, features or services on the Solution(s) are appropriate or available for use in locations outside the United States. Those who choose to access the Solution(s) from other locations do so on their own initiative and are responsible for compliance with local laws.

If Organization provides data about individuals residing outside the United States (Personal Data) such data may be stored on servers in the United States. It is Organization's responsibility to ensure that Organization has all the applicable authorizations to enter this information. JCR acts as the owner/controller of such Personal Data. If applicable, the Parties incorporate by reference the European Commission standard contractual clauses for the transfer of personal data to controllers in third countries (2004/915/EC).