WELL-BEING INDEX ACADEMIC LICENSE AGREEMENT

IMPORTANT LEGAL NOTICE TO ALL USERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT BEFORE YOU START USING THE PAPER/PENCIL VERSION OF THE WELL-BEING INDEX QUESTIONS OR SCORING TOOLS (THE "INDEX").

If you are an <u>academic</u> user, you must register and agree to the terms below to use the Well-Being Index. For the purpose of this agreement, academic users are defined as Medical Schools, Residency/Fellowship Programs using the index to monitor well-being of medical students, residents, and fellows, or Academic Medical Centers using the Well-Being Index for IRB Approved Research Studies.

If you are a <u>commercial</u> user, using the Well-Being Index for any other purpose (such as to evaluate or monitor the well-being of your staff) you must contact MedEd Web Solutions (http://www.mededwebs.com), to obtain a commercial license to use the Well-Being Index.

This Academic License Agreement (this "Agreement"), is a binding agreement between MedEd Web Solutions ("MEWS") and you (where "you" means (and "your" refers to) any individual or legal entity that exercises the permissions granted by this License).

BY CLICKING THE ACCEPT BUTTON IN THE LICENSE AGREEMENT WINDOW, YOU CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE QUESTIONS, SCORING TOOLS OR ONLINE APPLICATION. ABSENT YOUR AGREEMENT TO THE TERMS BELOW, YOU HAVE NO RIGHTS WHATSOEVER TO HOLD OR USE THE INDEX.

AFTER CLICKING THE ACCEPT BUTTON IN THE LICENSE AGREEMENT WINDOW, YOU HAVE THE RIGHT TO USE THE INDEX IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Well-Being Index Terms of Use:

1. LICENSE GRANT. MEWS hereby grants you a limited non-exclusive license to download, reproduce, translate, display or otherwise use the paper/pencil version(s) of the Advanced Practice Provider, Employee, Medical Student, Nurse, Physician, and Resident/Fellow Well-Being Index questions and/or scoring tools solely for the purpose of monitoring medical student, resident and fellow well-being or IRB approved research conducted by you at your institution and subject to all the terms and conditions of this Agreement. The Index can be used as part of an electronic survey but cannot be used to create an interactive tool that gives feedback, results or resources to survey takers. In use of this license, you agree not to alter, modify or change The Index questions in any way.

- **2. NO REDISTRIBUTION.** The Index remains the property MEWS. You shall not publish, distribute, or otherwise transfer or make available the Index to any other party.
- 3. NO COMMERCIAL USE. Any use of the Index for commercial purposes in any form is strictly prohibited. This includes, but is not limited to, use of the Index to evaluate or monitor the well-being of your staff/employees. It also includes use in fee-for-service core laboratories or to provide services to, or commercially sponsored research for, a third party for a fee or other compensation. If you wish to use the Index for any commercial purposes, you must execute a separate license agreement with MEWS. To request a license to use the Index for commercial purposes, please contact:

MedEd Web Solutions Attn: Well-Being Index 3014 Allegro Park Lane SW Rochester, Minnesota 55902 Phone: (507) 289-2229

Email: hello@mededwebs.com

- **4. OWNERSHIP AND COPYRIGHT NOTICES.** MEWS owns and shall at all times retain exclusive rights to all intellectual property in the Index. This License does not transfer, assign, or convey any intellectual property rights to you (*e.g.*, it does not transfer ownership of copyrights or trademarks). You agree not to remove or delete and shall retain in the Index and any modifications to the Index the copyright, trademark, or other notices that are provided with the Index.
- **5. PUBLICATION AND ATTRIBUTION.** You have the right to publish, present, or share results of your work that makes use of the Index. If use of the Index leads to results that will be published, you agree that you will acknowledge MEWS and the Mayo Clinic as the provider of the Index.
- **6. NO CLINICAL USE.** The Index is for academic use only and is not approved for clinical, diagnostic or treatment purposes. You agree that you shall not use the Index for clinical, diagnostic or treatment purposes, and that any such uses are expressly prohibited.

7. NO WARRANTIES; LIMITATION OF LIABILITY. THE INDEX IS EXPERIMENTAL IN NATURE AND IS MADE AVAILABLE "AS IS" AND WITHOUT OBLIGATION BY MEWS TO PROVIDE ACCOMPANYING SERVICES, UPDATES OR SUPPORT. ANY RISK ASSOCIATED WITH USE OF THE INDEX IS YOUR SOLE RISK. MEWS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE INDEX. MEWS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE INDEX, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PERFORMANCE, FREEDOM FROM THE RIGHTFUL CLAIM OF ANY THIRD PARTY BY WAY OF INFRINGEMENT OR THE LIKE, AND ANY WARRANTY THAT MIGHT OTHERWISE ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, SHALL MEWS OR ITS AFFILIATES BE LIABLE TO YOU OR ANY OTHER PARTY FOR DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR RELATED EXPENSES WHICH MAY ARISE FROM THE USE OF THE INDEX, INCLUDING BUT NOT LIMITED TO THOSE RESULTING FROM ANY DEFECT IN THE INDEX OR SCORING TOOLS, LOSS OR INACCURACY OF DATA OF ANY KIND, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, CORRUPTION, DAMAGE OR LOSS OF DATA, FAILURE OF THE INDEX TO OPERATE WITH ANY OTHER PRODUCT, BUSINESS INTERRUPTION OR OTHERWISE, WHETHER IN CONTRACT, STRICT LIABILITY, TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE.

- 8. INDEMNIFICATION. To the extent permitted by law, you shall indemnify, defend and hold harmless MEWS, its corporate affiliates, current or future directors, trustees, officers, faculty, medical and professional staff, employees, students and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any liability, damage, loss or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon any of the Indemnitees in connection with any claims, suits, actions, demands or judgments arising from or connected with your use of the Index. MEWS and MEWS's Affiliates shall have no obligation to indemnify you hereunder. This indemnification obligation shall survive expiration or termination of this Agreement.
- **9. GOVERNING LAW; Jurisdiction.** This Agreement shall be governed by the laws of the State of Minnesota, USA, excluding its choice-of-law principles. The application of the United Nations Convention on Contracts for the Sale of Goods is excluded. You hereby irrevocably consent to the exclusive personal jurisdiction of the Minnesota state and US federal courts located in Olmsted County, Minnesota, USA for the resolution of all disputes and controversies arising under or relating to this Agreement.

- 10. NON-USE OF NAME. Other than permitted under Section 5, you will not use for publicity, promotion or otherwise, any logo, name, trade name, service mark or trademark of MEWS or Mayo Clinic or its Affiliates, including, but not limited to, the terms "MAYO®," "MAYO Clinic®" and the triple shield MAYO logo, or any simulation, abbreviation or adaptation of the same, or the name of any employee or agent of Mayo Clinic or its affiliates, without Mayo Clinic's prior, written, express consent. Mayo Clinic may withhold such consent in its absolute discretion. With regard to the use of any name or trademark of Mayo Clinic or its affiliates, all requests for approval pursuant to this Section must be submitted to the MAYO Clinic Public Affairs Business Relations Group, at the following e-mail address: PublicAffairsBR@MAYO.edu at least five (5) business days prior to the date on which a response is needed.
- 11. USE RECORDS AND COMPLIANCE REVIEW. You shall keep complete, accurate, and verifiable records at your principal place of business showing all use that you make of the Index and retain those records for a period of at least two years after your last use of the Index. You agree to make those records available for inspection and copying by MEWS or its authorized representatives during normal business hours and upon reasonable notice in order to confirm your compliance with the terms of this Agreement, including the prohibition on commercial use of the Index.
- **12.** ENTIRE AGREEMENT; SEVERABILITY; NO WAIVER. This Agreement is the entire agreement between you and MEWS and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Index or to subject matter of this Agreement. You acknowledge that you have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof, and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by you and an authorized representative of MEWS, provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. MEWS's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.
- 13. MEWS Contact Information. Should you have any questions concerning this Agreement, or if you desire to contact MEWS for any reason, please contact <u>Alan De Keyrel</u>, at <u>alan@mededwebs.com</u>.
- © 2016 MEWS. All Rights Reserved. The Index and any accompanying questions and scoring tools are copyrighted and protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.