

## CONTENT LICENSE AGREEMENT

This Content License Agreement (“**Agreement**”) is an agreement between you (“**you**” or “**User**”) and St. Joseph Health System (“**SJHS**”) regarding your use of and access to SJHS Content. You have the right to use SJHS Content as part of this Agreement with SJHS. This Agreement becomes effective upon the earlier of your electronic acceptance of its terms or your access to or use of SJHS Content (the “**Effective Date**”). BY USING OR ACCESSING THE SJHS CONTENT OR INDICATING ACCEPTANCE YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.

1. **Grant.** Subject to the terms and conditions set forth herein, and any written usage guidelines delivered by SJHS from time to time, SJHS hereby grants to User a non-exclusive, non-assignable, non-transferable right and license to use, copy, publicly display, edit, revise, perform, distribute, sublicense or otherwise make available, and create derivative and collective works based upon or incorporating the SJHS Content in connection with User’s business, in digital or print form. Notwithstanding anything contained herein to the contrary, this Agreement shall be deemed to apply to any SJHS Content or other materials delivered by SJHS to User, whether delivered before or after the Effective Date. User shall ensure not obscure or remove any copyright or other intellectual property notices placed on the SJHS Content, and shall ensure that any such notices meet with the SJHS guidelines established from time to time.

2. **Continuing Obligation.** During the Term, SJHS shall take any and all commercially reasonable actions to promptly make and disclose such changes, adaptations or other modifications in the SJHS Content as made, or to assist each party’s personnel in the verification of any information contained in the SJHS Content.

3. **Royalties.** There is no fee for this license.

4. **Ownership.** Each party acknowledges that, as between the parties, all right, title and interest in and to the SJHS Content is the exclusive and sole property of SJHS. User shall not take any action inconsistent with SJHS’s ownership thereof, and shall not contest or dispute that, as between the parties, SJHS is the rightful owner of the SJHS Content. User shall not claim any title to or right to use the SJHS Content other than the right to use the same as provided in this Agreement. Notwithstanding the foregoing, SJHS shall hereby own all right, title and interest in and to any derivative works based upon, utilizing or otherwise incorporating the SJHS Content that either such party creates; provided, however, that any such derivative works shall be deemed to be automatically incorporated into the license granted in Section 1 above, and it is understood by all parties hereto that all use of the derivative works shall at all times inure to the benefit of SJHS.

5. **Term and Termination.** This Agreement shall begin on the Effective Date and shall continue in full force until terminated as set forth herein (the “**Term**”). Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Additionally, either party may terminate this Agreement immediately upon written notice to the other in the event that such party reasonably determines that the SJHS Content infringes the rights of any third party, or immediately by SJHS in the event that User infringes the rights of SJHS in the SJHS Content. Upon termination of this Agreement, User agrees to promptly cease all current and future use of the SJHS Content.

6. **NO WARRANTIES; EXCLUSION OF DAMAGES.** The SJHS Content is intended solely for informational purposes, and should not be relied on or construed as legal or medical advice. SJHS disclaims any express or implied guarantee about the accuracy, completeness, timeliness or relevance of any information contained in the SJHS Content. SJHS does not make any claim, guarantee or warranty as to the information contained herein, and is not liable for any damage, injury or loss, or other matters arising from, or in connection with, the use of or reliance upon any information contained in the SJHS Content. We recommend you consult a lawyer or doctor for specific questions or information on the subject matter discussed in this program. THE SJHS CONTENT IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, AND SJHS HERETO HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING THERETO, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT FOR THE SJHS CONTENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SJHS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SJHS CONTENT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF SJHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY DAMAGES THAT EITHER PARTY MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF EITHER PARTY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO \$100.00, WHICH THE PARTIES AGREE IS A REASONABLE LIMITATION AND A BASIS OF THE BARGAIN. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

8. **Miscellaneous.** This Agreement is governed by and shall be construed in accordance with the internal laws of the State of California. If any term or provision of this Agreement is found to be invalid, the remaining terms and conditions of this Agreement will remain in full force and affect, and such provision will be interpreted so as to best accomplish the objectives of the Agreement within the limits of applicable law or applicable court decisions. All provisions intended to survive the termination of this Agreement will survive. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights, and a waiver by either party of a default hereunder in one or more instances will not be construed as constituting a continuing waiver or as a waiver in other instances. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be modified except by a writing signed by a duly authorized representative of each of the parties.