

LICENSING AGREEMENT – CREDENTIALS VERIFICATION ORGANIZATION

THIS AGREEMENT, is made on the day of _____, 2022, by and between the AMERICAN OSTEOPATHIC INFORMATION ASSOCIATION, (the "AOIA") an Illinois not for profit corporation and, _____ a _____ corporation, which, among other things, operates as a Credentials Verification Organization ("CVO").

1. Warranty of Ownership. AOIA warrants that it is the distributor and provider of the Official Osteopathic Physician Profile Report (Profile) that is derived from the database of osteopathic physicians that is established and maintained by the American Osteopathic Association (AOA).
2. License. In consideration of CVO's payment of a License Fee in the amount of \$25.00 per Profile Report ordered, AOIA hereby grants to CVO a limited, non-exclusive right and license under any copyrights or other intellectual property rights of the AOA to use the AOIA's Official Osteopathic Physician Profile Reports ("Reports") consistent with the terms of Paragraph 5, below. Such right and license shall commence on the effective date of this Agreement and shall continue, unless this Agreement is sooner terminated, until expiration of the last to expire of the copyright, and other intellectual property rights of the AOA in the Reports.
3. The Reports. The Reports are comprised of data concerning osteopathic physicians compiled by the AOA. AOA data includes original copyrighted and confidential material and, except as described in this Agreement, the AOA reserves all rights to the data in the Reports.
4. Confidentiality. CVO acknowledges that the Reports and data in the Reports are Confidential Information and shall only use the Reports and data in the Reports consistent with the requirements of Paragraph 6, below. CVO shall not provide or release the Reports or data in the Reports to any third parties except in accordance with terms of Paragraph 5(b), below, except where necessary to comply with a subpoena or court order. For purposes of this Agreement, "Confidential Information" means any information disclosed by the AOIA to the CVO in writing, orally or by inspection of tangible objects (including without limitation documents, code, prototypes, samples, plant and equipment), which is designated as "Confidential", "Proprietary" or some similar designation. In order for information to be treated as Confidential Information hereunder, it must be marked as such when it is disclosed in written form, and, in the event information that is intended to be treated as Confidential Information is disclosed verbally, AOIA shall identify the Confidential Information as such at the time of verbal discussions. Confidential Information shall not, however, include any information which: 1) was publicly known and made generally available in the public domain prior to the time of disclosure by AOIA; 2) becomes publicly known and made generally available after disclosure by AOIA to the CVO through no action or inaction of the CVO; 3) is already in the possession of the CVO at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; 4) is obtained by the CVO from a third party without a breach of such third party's obligations of confidentiality; 5) is independently developed by the CVO without use of or reference to the AOIA's Confidential Information, as shown by documents and

other competent evidence in the CVO's possession; or 6) is required by law to be disclosed by the CVO, provided that the CVO gives the AOIA prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

5. Use of Reports and Data in Reports. CVO may use and distribute the AOIA's Reports and data from the AOIA's Reports consistent with the terms of this Paragraph and Paragraph 4, above, provided that AOIA and AOA bylines and copyright shall be displayed on all products and uses involving the Reports or information from the Reports. CVO shall use the Reports for only one sale to one third party. Following each such sale, CVO shall contact the AOIA and purchase new Reports prior to selling the Reports or data from the Reports.

(a) By CVO. CVO shall only use the Reports and the Data in the Reports for purposes of verifying the credentials of osteopathic physicians. CVO shall acknowledge the AOA's copyright in any use of the AOA's data or any Confidential Information. Without the express written consent of AOIA, CVO shall not: (i) copy, create, produce, or publish a directory of osteopathic physicians based on the Reports or data in the Reports; nor (ii) incorporate the Reports or data from the Reports into a separate data base or data bank.

(b) By Third Parties. CVO may release Reports or Data from the Reports to third parties, provided that each such third party has agreed in writing: (i) to take any and all necessary steps to ensure that the Reports and data in the Reports remain confidential; (ii) to use the Reports and data in the Reports only for credentials verification purposes only; (iii) not to release the Reports, data, or any Confidential Information in the Reports to any other parties without the express written consent of the AOIA and CVO, except as may be required by a subpoena or court order; (iv) not to copy, create, produce or publish a directory of osteopathic physicians; and (v) not to incorporate the Reports, data, or Confidential Information from the Reports into a separate data base or data bank.

6. Limitations on Liability. The AOA makes every reasonable effort to ensure that the Reports are as accurate and complete as possible. The AOA relies on primary sources for timely and accurate reporting of professional information. However, errors and delays can occur in reporting and data processing. Therefore, the AOA makes no warranty that the Reports are free from errors. AOIA and CVO agree that the AOIA and the AOA shall not be responsible for losses, damages, costs or expenses of any kind resulting from the use or distribution of the Reports, or data and Confidential Information in the Reports, by CVO or by any third party or end-user. AOIA or AOA shall not be liable for any direct, indirect, special, incidental or consequential damages relating to or arising out of the subject matter of this Agreement or actions taken thereunder. AOIA or AOA's liability shall not exceed the amount of the License fee paid to it by CVO under Paragraph 2, above. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AOIA or AOA MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE REPORTS OR THE USE THEREOF; AND SPECIFICALLY

DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Penalties. CVO's breach of this Agreement shall result in an immediate termination of the CVO's license to use or sell the Reports. Upon termination, CVO shall promptly return all reports, data, and license, Confidential Information to AOA.

8. Assignment. This Agreement is not assignable and the duties hereunder are not delegable without the express written consent of the other party.

9. Modification. This Agreement is intended by the AOIA and CVO as a final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes any and all prior communications, representations, understandings or agreements between the parties, whether oral or written. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of performance and an opportunity to make objection. This Agreement can only be modified by a writing signed by all of the parties hereto.

10. Notices. For the purpose of any notice required to be given by this Agreement or by an applicable provision of any other law, notice shall be sent to the party at the following address:

AOIA:
142 East Ontario Street
Chicago, Illinois 60611

CVO: _____
[address] _____
[address] _____

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action brought to enforce this Agreement shall be commenced and maintained in a court of competent jurisdiction only in the State of Illinois. By entering into this Agreement, CVO expressly waives any defenses regarding jurisdiction and venue in the State of Illinois, and further waives trial by jury in any action commenced to enforce this Agreement.

In witness whereof, the parties have executed this agreement.

AMERICAN OSTEOPATHIC
INFORMATION ASSOCIATION

CVO NAME _____

By: Kathleen S. Creason, MBA
Its: Executive Director, AOIA

By: _____
Its: _____