ICSI HEALTH CARE GUIDELINES

TIER 1 or TIER 2 LICENSE

Single Guideline License

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a. ICSI shall have the right to terminate this Agreement immediately upon breach of this Agreement by Customer.

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5. Warranty. If Customer is a corporation, limited liability company, partnership, governmental organization or other legal entity, the individual clicking on the “check box” button represents and warrants that such individual has the right, power and authority to enter into this Agreement on behalf of Customer and bind Customer to its terms. If Customer does not agree to the terms of this Agreement, ICSI will not and does not license the Guideline to Customer.

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b. ICSI is not engaged in the practice of medicine, and the Guideline is intended to be used under the direction and guidance of an independent medical practitioner exercising independent medical judgment and who is solely responsible for the results arising out of any such judgment or related advice or practices. Customer shall not publicly contradict the preceding sentence, and shall maintain all similar disclaimers as may appear on the Guideline.

c. Customer is solely responsible for complying with any applicable federal, state or local statute, ordinance, regulation or order which arises out of the copying, distribution or use of the Guideline ("Applicable Laws").

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c. Any negligent or intentionally tortious acts or omissions of Customer or its affiliates or representatives in connection with this Agreement or in their distribution or any other use of the Guideline; and/or

d. Any breach by Customer of its obligations arising out of any Applicable Laws.

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a. IN NO EVENT SHALL ICSI OR ITS AFFILIATES, PARTNERS, OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS BE LIABLE TO CUSTOMER OR ANYONE CLAIMING UNDER OR THROUGH CUSTOMER FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, INTEREST, REVENUE, DATA OR USE, OR INTERRUPTION OF BUSINESS, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER BASED UPON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, DUTY TO WARN AND STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS.

b. ICSI’S ENTIRE AGGREGATE LIABILITY TO CUSTOMER UPON ANY CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO $100.

c. THE LIMITATIONS OF THIS SECTION 8 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

9. Severability. The provisions of this Agreement will be considered as severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions.

10. Waiver. No consent to or waiver (whether expressed or implied) by any party to any breach or default by the other party in performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. The failure to act by one party or to declare another party in default, irrespective of how long such failures continue, will not constitute a waiver of such party’s rights hereunder.

11. Interpretation. The headings contained in this agreement are for reference purposes only and will not affect the meaning or interpretation of this agreement. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires.
12. **No Inference.** For convenience, this Agreement has been drafted in final form by one of the parties; accordingly, in the event of ambiguities, no inference will be drawn against any party solely on the basis of authorship of this Agreement.

13. **Binding.** This Agreement shall be binding upon and inure to the benefit of the parties’ successors, legal representatives, and authorized assigns.

14. **Choice of Law and Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, USA, without regards to such state’s conflict of law rules. Any legal action, suit or proceeding arising out of or relating to this Agreement shall be instituted in a court of competent jurisdiction in Hennepin County in the State of Minnesota in the United States of America and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue, jurisdiction or convenience of such court.

15. **Entire Agreement.** This Agreement forms the entire agreement between Customer and ICSI concerning this transaction and supersedes all prior agreements and representations of the parties, oral or written, related to the subject matter hereof.

16. **Amendments.** This Agreement may not be amended except in writing signed by both parties.