LICENSE AGREEMENT FOR PROFILE DATA

BY ACCESSING OR USING ANY AGGREGATED PROFILE DATA ON PHYSICIANS OR PHYSICIAN ASSISTANTS ("PROFILE DATA") MADE AVAILABLE TO YOU BY THE AMERICAN MEDICAL ASSOCIATION ("AMA"), YOU (AS "LICENSEE") AGREE TO COMPLY WITH AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT FOR PROFILE DATA, AND ANY TERMS AND CONDITIONS YOU MAY ENTER INTO WITH AMA PURSUANT TO ANY PROFILE DATA ORDER FORM (COLLECTIVELY, THE “AGREEMENT”). PLEASE READ THIS LICENSE AGREEMENT FOR PROFILE DATA CAREFULLY. IF YOU DO NOT AGREE TO THIS LICENSE AGREEMENT FOR PROFILE DATA, YOU MAY NOT USE OR ACCESS ANY PROFILE DATA.

IN ADDITION TO THIS AGREEMENT, ANY USE OF AMA’S PROFILE DATA SERVICES MADE VIA ANAMA WEBSITE IS AND AT ALL TIMES REMAINS SUBJECT TO THEAMA TERMS OF USE, PRIVACY POLICY AND CODE OF CONDUCT.

YOU MAY PRINT OR SAVE A COPY OF THIS LICENSE AGREEMENT FOR PROFILE DATA FOR YOUR RECORDS.

Background

AMA is a nonprofit organization exempt from taxation pursuant to Section 501(c)(6) of the Internal Revenue Code whose mission is to promote the art and science of medicine and the betterment of public health. AMA owns and controls the Profile Data made available to you hereunder, which Profile Data may be used for the limited purpose of physician and physician assistant credentials verification for purposes of delivery of patient care in hospitals and other clinical settings (the “Purpose”).

1. Rights and Licenses

A. Profile Data. Subject to the terms and conditions of the Agreement, including, but not limited to, the display and use requirements and restrictions set forth in this Section 1, AMA hereby grants Licensee a limited, non-exclusive, non-transferrable, non-sublicensable license to access and use Profile Data via Licensee’s purchased form of access (as specified in Section 1B below), solely in connection with the Purpose.

B. Access to Profile Data. Licensee may only access Profile Data either (i) directly via AMA’s Profile Data service available via web portal at www.ama-assn.org/go/amaprofiles (the “Web Portal”), (ii) via the AMA CredPath platform available at www.amacredpath.com (“CredPath”); (iii) directly through AMA’s Profile Data API (the “API”), or (iv) indirectly through a hosted platform operated by an AMA authorized Profile Data provider or through a software application licensed to Licensee by an AMA authorized Profile Data provider (such AMA authorized provider, in each case, an “Integrator”). All Integrators shall have executed a written agreement with AMA governing the provision of Profile Data to AMA Profile Data licensees and Integrators’ corresponding API access and integration.

C. Customer IDs and Passwords. Upon execution of the Agreement, if Licensee has elected to access Profile Data via the API, AMA will provide Licensee with a password, key or other forms of identifier specific to Licensee (a “Customer ID”). Licensee must use this Customer ID in order to access the Profile Data via the API or indirectly via an Integrator. When using an Integrator to access Profile Data, Licensee must provide its appointed Integrator (or input within Integrator’s software application) Licensee’s Customer ID in order for Integrator (or Integrator’s software application) to pull Licensee’s requested Profile Data from the API for delivery to Licensee. Web Portal and CredPath access shall require the use of a user name and password. Licensee is responsible for the confidentiality of such Customer ID, Web Portal and/or CredPath user name and password and shall be liable for any unauthorized use thereof by Licensee, Licensee’s Integrator or any third party who has gained access thereto.
D. **Display of Profile Data.** Licensee may not remove from any displays of Profile Data or modify or obscure any copyright or trademark notices or terms and conditions, including legal disclaimers, appearing on any Profile Data displays.

E. **Restrictions.** Licensee shall not (i) modify, obscure or alter the Profile Data to which it is provided access, (ii) access any Profile Data other than the Profile Data expressly requested by Licensee via Licensee’s Customer ID or Web Portal or CredPath user name and password; (iii) attempt to create a substitute or similar service through use of or access to the Profile Data; (iv) use the Profile Data to create, maintain, enhance or verify another database of physician or physician assistant profile information; (v) resell, publish, distribute, copy or otherwise use or transmit Profile Data to any third party except as expressly permitted hereunder or otherwise by AMA in a separate writing; (vi) merge the Profile Data or revise the Profile Data with non-AMA licensed data; or (vii) use Profile Data for any purpose other than the Purpose.

F. **Ownership.** As amongst AMA, Licensee and any Integrator, AMA owns all right, title and interest in and to the Profile Data, Web Portal, CredPath and API, including all intellectual property rights therein. Upon termination of the Agreement, Licensee’s right to access Profile Data via the Web Portal, CredPath, API or otherwise shall immediately terminate.

G. **CredPath Appointment.** If Licensee is granted access to CredPath, Licensee hereby appoints AMA and its service providers as its authorized agents for querying the National Practitioner Data Bank.

2. **Technical Requirements**

A. **Access.** If accessing Profile Data directly through the API, Licensee shall comply with all reasonable technical requirements specified by AMA for integration therewith.

B. **Transmission of Profile Data.** Any electronic transmission of Profile Data by Licensee shall be conducted via a minimum of 128 bit SSL encryption.

C. **Storing of Profile Data.** If Licensee or its authorized agent stores or hosts any Profile Data, Licensee will implement and maintain at all appropriate measures designed to ensure the security and confidentiality of such hosted Profile Data, identify potential threats or hazards to the security or integrity of such Profile Data and protect against any anticipated threats or hazards, and protect against unauthorized access to or use of such Profile Data. Licensee will implement and enforce appropriate physical and logistical standards and procedures for the storage of Profile Data to enforce the security and confidentiality of such Profile Data. Without limiting the generality of the foregoing, such measures will: (i) provide for continual assessment and re-assessment of the risks to the security of Profile Data stored, including the (a) identification of internal and external threats that could result in unauthorized disclosure, alteration or destruction of Profile Data, (b) assessment of the likelihood and potential damage of such threats, taking into account the sensitivity of such Profile Data and (c) assessment of the sufficiency of policies, procedures, information systems of Licensee, and other arrangements in place, to control risks; and (ii) provide appropriate protection against such risks. When stored on Licensee’s systems, Profile Data shall be protected via a minimum of 128 bit encryption. Further, no Profile Data may be transferred or stored outside of the United States.

3. **Consideration**

A. **Consideration.** Fees for Licensee’s access to Profile Data vary depending on the type of access and duration purchased. Depending on the Profile Data service purchased, Licensee’s order shall be specified via online, phone or paper orders. Licensee may be asked to provide AMA with a credit card number, which (if provided) AMA is hereby authorized to charge for Licensee’s payment of fees hereunder as they are incurred. AMA may increase its fees to Licensee at any time, provided that such increases shall not affect the rates of any Licensee subscriptions to Profile Data in effect at the time of such increase, but may affect any subsequent subscriptions thereafter. All payments made hereunder are non-refundable except as specified in Section 8 below.

B. **Costs and Expense; Taxes.** All fees quoted are exclusive of any and all taxes, fees, duties, tariffs or charges which may be imposed in connection with payments made hereunder.

4. **Confidentiality**

Licensee acknowledges that by reason of its relationship to AMA hereunder, it may have access to certain information and materials concerning AMA’s business, products, services and processes, procedures, customers, and technology
that are confidential and of substantial value to AMA, which value would be impaired if such information were disclosed to third parties ("AMA Confidential Information"). AMA Confidential Information shall include, without limitation, the Profile Data, Customer IDs, the CredPath software code and any technical information shared with Licensee for purposes of API integration. Unless otherwise expressly authorized by the AMA in a separate writing, Licensee agrees that it shall not use in any way, for its own account or the account of any third party, other than to fulfill its express obligations or exercise its express rights under the Agreement, or disclose to any third party, any of such AMA Confidential Information. Licensee shall take every precaution to protect the confidentiality of AMA Confidential Information and shall require its employees who have access to AMA Confidential Information to keep such information in confidence and abide by the terms of the Agreement. Licensee’s obligations of confidentiality contained in the Agreement will not apply to the extent that it can be established that the AMA Confidential Information: (i) was already known to Licensee, other than under an obligation of confidentiality, at the time of disclosure by AMA; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to Licensee; (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of Licensee in breach of the Agreement; (iv) was disclosed to Licensee, other than under an obligation of confidentiality, by a third party who had no obligation to AMA not to disclose such information to others; or (v) was developed independently by Licensee without any use of AMA Confidential Information. Notwithstanding the foregoing, regardless of whether any Profile Data provided by AMA hereunder falls within any of the foregoing exceptions, Licensee shall be subject to these confidentiality obligations with respect thereto, provided that this restriction applies only to the data on physicians and physician assistants that is directly or indirectly sourced from AMA or on its behalf (e.g. through an Integrator), and Licensee’s obligations of confidentiality hereunder shall not apply to the same or similar data to the extent accessed from any source other than AMA or its licensees, Integrators, agents or distributors, and which source is not bound by obligations of confidentiality to AMA or its licensees, Integrators, agents or distributors. Upon request of AMA, Licensee shall destroy any AMA Confidential Information in Licensee’s possession or under its control, including any copies, notes or abstracts thereof, followed by a written certification that such destruction has been completed, signed by Licensee and delivered to AMA within ten (10) days after receipt of such request.

AMA shall treat all data provided to AMA by Licensee hereunder in a manner consistent with AMA’s Privacy Policy.

5. Indemnification

Licensee shall indemnify, defend and hold AMA, its officers, trustees, employees and agents (the “AMA Indemnitees”) harmless from and against any liabilities, damages, costs and expenses, including, without limitation, reasonable attorneys’ fees and costs, incurred by the AMA Indemnitees resulting from any and all third party claims, actions or proceedings (“Claims”) based on or related to (i) any violation of any applicable law, rule or regulation by Licensee in its performance hereunder or in its use of Profile Data, (ii) any unauthorized access to the Web Portal, CredPath or API caused by Licensee, including as a result of the unauthorized use of Licensee’s Web Portal or CredPath user name and password or Customer ID; (iii) any unauthorized disclosure of, access to, or breach or loss of Profile Data while in the possession or under the control of Licensee; and (iv) any violation by Licensee of Section 1E hereunder. Upon becoming aware of any Claim for which it seeks indemnification hereunder, AMA shall provide prompt written notice to Licensee thereof, provided that any delay in the provision of notice shall not preclude the indemnification of AMA unless Licensee is unduly prejudiced thereby. Licensee shall have the right to assume sole control over the defense of any Claim, provided that AMA may participate in such Claim with counsel of its choice, at AMA’s cost and expense. AMA shall reasonably cooperate with Licensee in Licensee’s defense of any Claim, at Licensee’s cost and expense. Licensee shall not settle or consent to any judgment in any Claim without obtaining either AMA’s prior written consent therefor or the unconditional release of all AMA Indemnitees therefrom.

6. Warranty and Disclaimer

A. Warranty. Licensee represents and warrants that:

(i) it shall comply with all applicable laws, rules and regulations, including with respect to data privacy, in performing its obligations and exercising its rights under the Agreement;

(ii) it shall provide complete and accurate information to AMA in order to improve the accuracy of the provider verification results. AMA and/or its service providers may be unable or may have difficulty performing sufficient provider verification data if Licensee provides incomplete or inaccurate data;
(iii) its use of the Web Portal, CredPath and/or the API is and shall at all times be solely for the purpose of physicians and physician assistant credentials verification for purposes of delivery of patient care in hospitals and other clinical settings; and
(iv) all physicians and practitioners on whom Licensee submits a query via the WebPortal, CredPath or the API have provided Licensee with written authorization to verify their credentials in order to practice within Licensee’s organization or at Licensee’s location. If Licensee has been authorized by AMA (in writing) to provide credentials verification services to Licensee’s customers, such authorization shall apply to both Licensee and its customers, and the applicable organizations or locations shall be Licensee’s customers’ organizations or locations.

B. Warranty Disclaimer. THE PROFILE DATA, WEB PORTAL, CREDPATH AND API ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. AMA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, UNDER THE AGREEMENT OR OTHERWISE WITH RESPECT TO THE PROFILE DATA, WEB PORTAL, CREDPATH OR API, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, DESIGN, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT AMA COMPILES PROFILE DATA FROM NUMEROUS DATA SOURCES OVER WHICH AMA EXERTS NO CONTROL. AMA DOES NOT WARRANT AS TO THE QUALITY, ACCURACY OR COMPLETENESS OF THE PROFILE DATA NOR DOES AMA WARRANT THAT THE WEB PORTAL, CREDPATH OR API WILL BE UNINTERRUPTED OR ERROR FREE. NOTICES AND ALERTS PROVIDED VIA AMA PROFILE DATA SERVICES, IF ANY, ARE PROVIDED AS INFORMATIONAL ONLY, AND AS SUPPLEMENTAL TO LICENSEE’S OWN RECORDS MONITORING TASKS, AND ARE MADE AVAILABLE AT LICENSEE’S OWN RISK. AMA DOES NOT WARRANT AS TO THE DELIVERY, ACCURACY, TIMELINESS OR COMPLETENESS OF SUCH NOTICES OR ALERTS PROVIDED VIA ANY OF ITS PROFILE DATA SERVICES, AND LICENSEE SHOULD NOT REly ON SUCH NOTICES AND ALERTS. FURTHER, AMA MAY RELY ON INTEGRATORS TO ACCESS PROFILE DATA AND PROVIDE PROFILE DATA TO ITS CUSTOMERS, INCLUDING LICENSEE. AMA DOES NOT WARRANT AS TO LICENSEE’S RECEIPT OF PROFILE DATA FROM ANY INTEGRATOR.

7. Limitation of Liability

A. General. AMA SHALL NOT BE LIABLE TO LICENSEE, OR ANY INDIVIDUAL OR ENTITY CLAIMING THROUGH OR UNDER LICENSEE, FOR ANY LOSS OF PROFIT OR INCOME OR FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, WHETHER IN AN ACTION FOR CONTRACT OR TORT OR IN CONNECTION WITH THE AGREEMENT, EVEN IF AMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. PROFILE DATA. AMA SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, LIABILITIES OR CLAIMS OF ANY KIND TO THE EXTENT ARISING OUT OF (i) THE QUALITY, ACCURACY OR COMPLETENESS OF PROFILE DATA, (ii) THE DELIVERY (OR LACK THEREOF) OF NOTICES AND ALERTS VIA ANY PROFILE DATA SERVICE PROVIDED, OR (iii) THE DELIVERY (OR LACK THEREOF) TO LICENSEE OF PROFILE DATA SERVICE PROVIDED BY AN INTEGRATOR.

8. Term; Termination and Suspension

A. Term. This Agreement shall remain in effect as to Licensee for so long as Licensee has permitted access to the WebPortal, CredPath or the API services. Access duration shall depend on the type of service and duration purchased. Unless otherwise permitted by AMA in writing, subscription-based Profile Data access (and associated payment obligations) shall continue to renew for identical subsequent subscription terms unless terminated by Licensee thirty (30) days prior to the expiration of the then-current subscription term.

B. Termination and Suspension. AMA may terminate or suspend, in AMA’s sole discretion, Licensee’s access to the Profile Data and associated services immediately in the event Licensee materially breaches or violates any provision of the Agreement. Further, if AMA terminates (i.e. discontinues) or suspends all or any Profile Data service offered hereunder, Licensee’s permitted access to such services shall be terminated or suspended as well. In the event AMA terminates Licensee’s access to Profile Data hereunder without cause, AMA shall refund to Licensee a pro-rated portion of fees based on pre-paid, unused amounts.
C. **Consequences of Termination.** Upon termination of the Agreement, Licensee’s access to the Web Portal, CredPath and/or API (as applicable) shall be immediately terminated.

D. **Survival.** Notwithstanding any termination or expiration of the Agreement, the provisions of Sections 1F, 4, 5, 6, 7, 8C, 8D and 9 herein shall survive any expiration or termination of the Agreement.

9. **Miscellaneous**

A. **Arbitration; Venue.** Any controversy or claim ("Claim") Licensee has arising out of or relating to the Agreement shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought solely by Licensee as an individual person or entity and not as part of, or as a representative of, a class. The arbitration shall be held in Chicago, Illinois. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator’s award shall be final and binding. The courts of the State of Illinois and/or the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction and venue over (i) any action concerning the enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, then any Claim Licensee has arising out of or relating to the Agreement. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and Licensee will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE. AMA reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to the Agreement. Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision’s restriction on Licensee’s right to participate in or pursue a class action or classwide arbitration shall be brought only in the United States District Court for the Northern District of Illinois or any State of Illinois court located in Cook County, Illinois.

B. **Governing Law.** The Agreement and all matters regarding Licensee’s use of the Profile Data hereunder shall be governed by, construed in accordance with, and enforced under the laws of the State of Illinois applicable to contracts made and executed and wholly performed in the State of Illinois, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods applies and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

C. **Statute of Limitations.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Licensee’s use of the Profile Data must be filed by Licensee within one (1) year after such claim or cause of action arose or be forever barred.

D. **Assignment.** The Agreement may not be transferred or assigned by Licensee without prior written consent of AMA, such consent not to be unreasonably delayed or withheld. For purposes of this provision, any change of control of Licensee, whether by merger, acquisition, stock purchase or otherwise, shall be deemed an assignment. Any assignment in violation of the foregoing shall be null and void. The Agreement shall be binding on any permitted successors or assignees.

E. **Independent Contractor.** The relationship between the parties shall be solely as that between service provider and independent contractor, and nothing herein shall create or imply any other different relationship.

F. **Notices.** All notices required or permitted under the Agreement shall be in writing and shall be deemed given when delivered in person or by email to Licensee’s email address on file with AMA, or five (5) days after being sent registered mail, postage prepaid and addressed to the addresses set forth above in the Agreement.

G. **Remedies Cumulative.** The remedies provided in the Agreement shall be cumulative, and the assertion by either party of any right or remedy shall not preclude the assertion by such party of any other rights or the seeking of any other remedies.

H. **Waiver and Severability.** The failure of AMA to exercise or enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.
Entire Agreement; Modifications. This License Agreement for Profile Data, and any order form Licensee may execute for Profile Data which references this License Agreement for Profile Data, represents the entire agreement between Licensee and AMA and supersedes any prior or contemporaneous understandings or agreements with respect to Licensee’s access to and use of the Profile Data. Any terms or conditions in any order form for Profile Data in conflict with any terms or conditions herein shall be null and void unless specifically stated as taking precedence over this License Agreement for Profile Data in such order form. AMA reserves the right to revise this License Agreement for Profile Data at any time in its sole discretion by posting a revised License Agreement for Profile Data to the AMA website. Licensee’s access to and use of the Profile Data signifies Licensee’s acceptance of all the terms and conditions contained within the License Agreement for Profile Data posted at the time of such access or use. Licensee will be responsible for regularly reviewing this License Agreement for Profile Data posted to the AMA website. No revision to this License Agreement for Profile Data, including to the arbitration provision set forth in Section 9A, shall apply to a controversy or claim of which the AMA had actual notice on or before the date of any such revision. The Agreement cannot be modified by Licensee except in written form, signed by both the Licensee and AMA.