

END USER LICENSE AGREEMENT

CAREWare User License Agreement

(Modified August 2020)

Attention: This is a license, not a sale. This license is granted by Jeff Murray's Programming Shop, Inc. (jProg) and may not be modified or amended by anyone or any entity other than jProg. This Product is distributed as freeware, but the Product is protected by U.S. copyright laws and international treaties.

Important: Carefully read this License before using this product. BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT ("LICENSE"). IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DISCONTINUE ALL USE OF THE PRODUCT AND REMOVE ANY COPIES FROM ALL YOUR DEVICES. If you are accepting this License on behalf of a company, organization, or a governmental agency or department (an "Entity"), then you represent and warrant that you have the power and authority to bind such Entity to the terms of this License and the references to "you" in this License shall refer to both you, the individual end-user, and the Entity.

1. Definitions:

A. "Device" means a computer, tablet, server, smartphone, or electronic equipment of any type for storing and processing data;

B. "Documentation" means any accompanying printed materials, this License, any other agreement you may have with jProg relating to this Product, and "online" or electronic documentation;

C. "Product" means CAREWare and its related computer programs, software, or programming interfaces (including their code), objects, as well as any images,

photographs, templates, animations, video, audio, music, text and "applets" incorporated into the software, and, where applicable, storage media containing all the above, including any Documentation;

D. "Use" means to access, install, download, copy or otherwise benefit from using the functionality of the Product in accordance with the Documentation;

E. "DHHS" means the U.S. Department of Health and Human Services;

F. "HRSA" means the U.S. Department of Health and Human Services, Health Resources & Services Administration;

G. "PHI" means protected health information, as this term is defined in the Health Insurance Portability and Accountability Act's implementing regulations at 45 C.F.R. part 160.

2. License:

jProg grants you a nonexclusive license to use the Product in accordance with the terms of this License. Any supplemental software code and supporting materials provided to you as part of support services provided by jProg for the Product shall be considered part of the Product and subject to the terms and conditions of this License. The copyright and all other rights to the Product shall remain with jProg. You must reproduce any copyright or other notice marked on the Product on all copies you make or distribute. This License is conditioned upon your continued compliance with all its terms and conditions.

This license allows you to install and use as many copies of the Product as your business needs require. You may also make additional copies of Product for archival purposes. You may also use third party interfaces to the Product's Application Programming Interface (API).

Under the terms of this license you may not do any of the following:

- (1) Use the Product or make copies of it other than as permitted in this License except as and only to the extent the foregoing restriction is, by operation of applicable law, prohibited or of no effect;
- (2) translate, reverse engineer, decompile, or disassemble the Product except as and only to the extent the foregoing restriction is, by operation of applicable law, prohibited or of no effect;
- (3) rent, lease, assign, sell, sublicense, lend or transfer the Product;
- (4) modify the Product or merge all or any part of the Product with another program;
- (5) redistribute the Product or any of its components;
- (6) separate the component parts of the Product except as and only to the extent the foregoing restriction is, by operation of applicable law, prohibited or of no effect.

If you sell or transfer to a third-party any Device on which the Product is installed, you must remove the Product before doing so.

3. Intellectual Property Rights:

Except as expressly licensed to you in this License, jProg retains all right, title and interest in and to the Product and any copies you are authorized by jProg to make.

Except as expressly stated herein, this License does not grant you any intellectual property rights in the Product. All rights not expressly granted are reserved by jProg.

This Product is copyrighted to jProg under the terms of various contracts with HRSA and DHHS. All rights in data and publication will be in accordance with FAR 52.227-14 "Rights in Data- General" Alternate IV, and FAR 52.227-16 "Additional Data Requirements," (Contract # HSH250201800002A) as well as any other applicable rules and regulations governing the terms of the agreement between jProg and HRSA.

4. Term:

This License shall remain in effect only for so long as you are in compliance with the terms and conditions of this License. This License will terminate if you fail to comply with any of its terms or conditions. You agree, upon termination, to destroy all copies of the Product. The Intellectual Property Rights, Disclaimer and Limitation of Liability provisions in this License shall continue in force even after any termination.

5. Disclaimer:

the product is provided on an "as is" basis, without any warranties, representations, conditions or terms, express or implied, whether by law, statute, usage of trade, course of dealing or otherwise, including, but not limited to, warranties of non-infringement of third party rights, integration, merchantable quality, satisfactory quality, merchantability or fitness for a particular purpose. JPROG, DHHS, HRSA, and their suppliers and dealers do not and cannot warrant the performance or results you may obtain by using the product. The entire risk as to the USE, results, and performance of the product is assumed by you.

6. Limitation of Liability:

In no event will JPROG, DHHS, HRSA, their dealers, suppliers, agents, owners, managers, or employees be liable to you or any other person or entity for any damages, claims or costs whatsoever (including, without limitation, for breach of contract, negligence, invasion of privacy or any other cause of action whatsoever) or any indirect, incidental, special, or consequential damages whatsoever, including, but not limited to, loss of revenue or profit, loss, damage or disclosure of data, incorrect reporting or diagnosis, or other loss or damage of any kind, including claims related to third party interfaces to the Product. Neither JPROG, DHHS nor HRSA is responsible for claims by a third party.

7. Eligibility:

To be eligible to Use or download the Product you must be in compliance with applicable export laws and other pertinent laws of the United States. If you are not in compliance with those laws, you are not eligible to Use the Product. In addition, download and use shall be limited to agencies (Grantees and providers/subcontractors) expressly receiving funding from the United States Health Resources and Services Administration.

8. Data; Data Security

Your data belongs to you. You are responsible for the security of all data and PHI you process or store using the Product. By your use of the Product you acknowledge that PHI and data collected and stored by means of the Product may be highly confidential and sensitive and is not to be released, shared or disclosed with anyone except as specifically authorized.

9. General:

1. This License is the entire agreement between you and jProg, superseding any other agreement or discussions, representations or advertising, oral or written.

2. This License may be modified only by jProg, which reserves the right to modify and update the terms of this License from time to time by posting a new EULA on its website and the HRSA CAREWare webpage.

3. This License shall be governed by and construed in accordance with the laws of the State of Louisiana, USA, without regard for the principle of conflicts of laws, and the parties agree to submit to the exclusive jurisdiction of the courts of the State of Louisiana.

4. If any provision of this License is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

If any provision is found to be unlawful, it shall be reformed, if possible, to give effect to its intended purpose to the maximum extent allowed by law.

5. You agree that this License and all documents contemplated hereby be drawn up in English.

6. This License is binding on the parties and their suppliers, agents, owners, managers, employee's successors, or assigns