Health Language EULA*

PASS THRU TERMS AND CONDITIONS

- 1. SUBLICENSE. Health Language (HL) hereby grants a limited nonexclusive and nontransferable sublicense for certain HL Technology through the Sublicensor to the end-user Sublicensee subject to a written agreement between Sublicensor and Sublicensee. Sublicensee acknowledges that HL owns the HL Technology subject to the sublicense.
- 2. PROTECTIONS AND NONDISCLOSURE. Sublicensee agrees that it shall protect all Intellectual properties in the HL Technology, including without limitation, patents, copyrights, and trade secrets. Further, Sublicensee shall not disclose any HL Technology to any third parties, nor reverse engineer any HL Technology.
- 3. WARRANTY DISCLAIMER. ANY USE BY SUBLICENSEE OF THE HL TECHNOLOGY IS AT SUBLICENSEE'S OWN RISK. THE HL TECHNOLOGY IS PROVIDED FOR USE "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HL AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. HL IS NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE HL TECHNOLOGY.
- 4. LIMITATION OF LIABILITY. NO LIABILITY FOR DAMAGES. IN NO EVENT SHALL HL OR ITS SUPPLIERS HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF THE USE OR INABILITY TO USE ANY PRODUCT AND HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HL'S CUMULATIVE LIABILITY ARISING OUT OF THIS SUBLICENSE EXCEED THE AMOUNTS ACTUALLY PAID BY SUBLICENSEE TO SUBLICENSOR OR HL FOR THE HL TECHNOLOGY PURSUANT TO THIS SUBLICENSE.

^{*}From http://www.healthlanguage.com/hlisublicense