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## License to Use HPV Vaccination Education Materials

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This License to Use HPV Vaccination Education Materials (this “Agreement”) is a contract between you or the company that you represent (the “Customer”) and IHC Health Services, Inc. (“Intermountain Healthcare” or “Intermountain”) governing Customer’s use of the following HPV vaccination education materials created by Intermountain and provided by Intermountain to Customer: HPV 8.5x11 Flyer – Double-Sided; (2) HPV 18x24 Posters; HPV Rackcard – Double-Sided; HPV Vaccine Brochure; HPV Tear Pad – Double-Sided; Primary Care Best Practice Workflow for Pre-Teen and Teen Vaccines; and (2) HPV Screensavers (collectively, the “Education Materials”). Customer and Intermountain may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

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7. **NO ENDORSEMENT.** Intermountain does not endorse, and Customer will not state or imply in any form or medium that Intermountain endorses, Customer or any Customer product or service. Customer will not use Intermountain's name or logo in any advertisement, marketing materials, publicity, news release, or public announcement.
8. **TERMINATION.**
- 8.1 **Termination for Convenience.** Either Party may terminate this Agreement for any reason, or for no reason, upon providing written notice to the other Party at least 120 days in advance.
- 8.2 **Termination for Breach.** If Customer fails to perform any material obligation set forth in this Agreement, and does not cure that failure within 15 days after receiving written notice from Intermountain, then Intermountain may immediately terminate this Agreement.
- 8.3 **Effect of Termination.** All rights granted to Customer under this Agreement, including the License, immediately terminate upon the expiration or termination of this Agreement.
9. **NO WARRANTY.** INTERMOUNTAIN PROVIDES AND LICENSES THE EDUCATION MATERIALS TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, AND INTERMOUNTAIN HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES CONCERNING THE EDUCATION MATERIALS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT.
10. **MEDICAL JUDGMENT.** The Education Materials are not a substitute for independent medical judgment. Customer and its staff (*i.e.*, employees and contractors) and patients are solely responsible for their professional, business, and healthcare decisions. Customer and its staff (*i.e.*, employees and contractors) and patients assume all responsibility and risk for determining when and whether to rely on the Education Materials.
11. **LIMITATION OF LIABILITY.** IN NO EVENT WILL INTERMOUNTAIN, OR ANY OF ITS SUBSIDIARIES, AFFILIATES, FACILITIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, BE LIABLE TO CUSTOMER FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR OTHER INDIRECT DAMAGES, LOSSES, OR EXPENSES. THIS LIMITATION APPLIES TO ANY LIABILITY, INCLUDING LIABILITY ARISING IN TORT OR CONTRACT, AND EVEN IF INTERMOUNTAIN HAS BEEN ADVISED IN ADVANCE OR IS AWARE OF THE POSSIBILITY OF THAT LIABILITY. IN NO EVENT WILL INTERMOUNTAIN'S TOTAL LIABILITY TO CUSTOMER UNDER THIS AGREEMENT EXCEED THE AMOUNT OF \$1,000.
12. **INDEMNIFICATION.** Customer is liable for, indemnifies, and holds Intermountain harmless from, any claim, lawsuit, action, and legal expense arising from or relating to Customer's use, reproduction, display, distribution, publication, or reliance on the Education Materials.
13. **INJUNCTIVE RELIEF.** Customer acknowledges that any breach of the licensing provisions in this Agreement, and any unauthorized use of Education Materials, will result in damage to Intermountain not adequately redressed by monetary damages and legal remedies alone. Accordingly, if Customer breaches any licensing provision of this Agreement or engages in unauthorized use of the Education Materials, Intermountain will be entitled to injunctive and other equitable relief without requirement of posting bond, including, without limitation, preliminary and permanent injunctions and specific performance. In addition to injunctive relief, Intermountain may pursue any right or remedy under this Agreement or applicable law.
14. **ASSIGNMENT.** Customer may not assign or transfer this Agreement, or any of its rights or obligations under this Agreement, (whether in connection with a merger, consolidation, sale, or otherwise) without Intermountain's prior written consent, and Customer's attempt to so assign or transfer is null and void and is a material breach of this Agreement. This Agreement binds and benefits the Parties' successors and permitted assigns and transferees.

15. **GOVERNING LAW; VENUE; ATTORNEYS' FEES.** Utah laws, excluding its conflict-of-law provisions, govern this Agreement, and both Parties submit to the exclusive jurisdiction of state and federal courts in Utah. The prevailing Party in any litigation proceedings is entitled to recover its reasonable attorneys' fees, other fees, and costs incurred in the litigation, in addition to any other relief to which that Party may be entitled.
16. **RELATIONSHIP; THIRD PARTY BENEFICIARIES.** The Parties are independent contractors, and this Agreement does not constitute — and must not be construed to create — a partnership, agency, joint venture, or employment relationship. Nothing in this Agreement gives one Party the right, power, or authority to bind the other. Unless it states otherwise, this Agreement does not create any right in, or inure to the benefit of, any third parties.
17. **MISCELLANEOUS.** This Agreement contains the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and supersedes all prior agreements, understandings, and representations relating to that subject matter. Intermountain objects to any and all conflicting or additional terms proposed by Customer (including terms in any purchase order or other document provided by Customer), which are expressly rejected and do not apply to Customer's Use of the Education Materials. The Parties may amend this Agreement only in a written document signed by both Parties. No failure by either Party to enforce or exercise any right under this Agreement shall constitute a waiver. If a provision of this Agreement is invalid or unenforceable, then the remainder of this Agreement will remain in full force and effect. All remedies provided in this Agreement, at law, or in equity, are cumulative and do not limit a Party's other available rights or remedies. Each section heading in this Agreement is for convenience only and does not modify or restrict any term of this Agreement.