WORKPLACE OUTCOME SUITE LICENSE AGREEMENT
(Version 2015.03.02)

This Workplace Outcome Suite License Agreement (this “Agreement”), is entered into this ___________ day of ______________________, 20 _________ (the “Effective Date”), by and between Chestnut Global Partners, LLC, an Illinois limited liability company, with its principle place of business at 1003 Martin Luther King Drive, Bloomington, Illinois 61701 (“CGP”) and ___________________________________________ , a _____________________________________ organized under the laws of the State of ____________________________ , with its principle place of business at __________________________________________________________________________________________________________________________ (“Licensee”).

Section 1       LICENSE GRANT

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This Agreement is effective for a period of 5 years from the Effective Date. Upon the express written approval of CGP, this Agreement may be renewed in 1-year increments. CGP or Licensee may terminate this Agreement at any time by providing 30 days’ written notice to the other party. CGP may terminate this Agreement immediately upon the breach by Licensee of any term hereof. In the event of termination, CGP shall have no obligation to refund any amounts paid to it under this Agreement. The license granted hereunder is to be used only by Licensee at the location specified below.

Section 2       THE PRODUCT

The license granted hereby does not include rights to software. Licensee is permitted to use the current version of the Product as well as other materials that may be added to it during the term of this Agreement. Licensee may use the Product at no cost to Licensee.

Section 3       RESTRICTIONS ON USE

Licensee shall not reduce, translate, alter, modify or adapt the Product or any portion thereof or create any derivative works of the Product or any portion thereof. This Section 3 shall survive the expiration or earlier termination of this Agreement.

Section 4       DISCLAIMERS

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Section 5  CONFIDENTIALITY

Licensee shall not usurp, misappropriate or effect CGP’s confidential or proprietary information or use or disclose such information without the prior consent of CGP.

Section 6  DEFENDING RIGHTS

In the event that any suit, claim or demand is threatened or brought against Licensee involving any claim that Licensee’s use of the Product infringes upon any rights of a third party, Licensee shall promptly inform CGP thereof, and CGP shall have the right, at its option, to take exclusive charge of the defense, at its own expense, of any such suit, claim or demand, and of any negotiations for the settlement thereof. Licensee shall cooperate fully with CGP in the defense of any such actual or threatened suit, claim or demand or any related proceeding that CGP undertakes.

Section 7  DATA USE AGREEMENT

This Section 7 shall serve as the data use agreement between CGP and Licensee. Deidentified Information may be disclosed or used in accordance with § 164.514(a) and (b) of the Health Insurance Portability and Accountability Act Privacy Rule, 45 C.F.R. Parts 160-164 (the “Privacy Rule”). “Deidentified Information” shall mean information that does not identify an individual, and cannot be used to identify an individual. CGP shall be permitted to use or disclose Deidentified Information provided by Licensee through its use of the Product without restriction. Further, CGP may use or disclose any Limited Data Set received from Licensee through its use of the Product only for the purpose of research, public health, or health care operations. “Limited Data Set” shall mean a data set that has had all Protected Health Information, as that term is defined in the Privacy Rule, for an individual, his or her relatives, employers or household members removed by Licensee. CGP may not use or disclose the Limited Data Set if such use or disclosure would be a violation of the Privacy Rule if done by Licensee. Further, CGP agrees (a) that it will not use or further disclose the Limited Data Set other than as permitted or required by this Agreement or as required by law; (b) to use appropriate safeguards to prevent use or disclosure of the Limited Data Set other than as provided for by this Agreement; and (c) to report to Licensee, in writing, any use or disclosure of the Limited Data Set not provided for by this Agreement of which it becomes aware. In the event that CGP is permitted by law to provide the Limited Data Set to a third party, CGP agrees to have the third party execute a data sharing agreement that conforms with the Privacy Rule. CGP will not (re)identify the information or contact the individuals who are the subjects of the information.

Section 8  USE OF NAME

Licensee hereby grants permission to CGP to use Licensee’s name, logo, city, state and country on a list of CGP’s clientele to be used in connection with marketing and website materials. Licensee also gives CGP permission to use Licensee’s website link on CGP’s website. If Licensee decides in the future that it no longer wants its information included on this list, Licensee may send a written request to CGP and Licensee’s information will be removed from the materials.
Section 9          AUTHORIZED LOCATION
This license is granted for the following Licensee:

Licensee Name: ____________________________________________________________

Organization Name (if different): ____________________________________________

Main Contact Name: ________________________________________________________

Address: __________________________________________________________________

City/State/Zip: _____________________________________________________________

Country: __________________________________________________________________

Phone: ____________________ Fax: ____________________ E-mail: ____________________

If the Licensee information changes, please notify Chestnut Global Partners in writing at 1003 Martin Luther King Drive, Bloomington, IL 61701, or by phone at 309-827-6026.

Section 10          MISCELLANEOUS

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

B. Any notice required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, to the parties at the following addresses:

   If to CGP: 1003 Martin Luther King Drive, Bloomington, Illinois 61701
   If to Licensee: At the address listed in Section 9

C. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provision was omitted.

IN WITNESS WHEREOF, the parties have executed this License Agreement by their duly authorized officers as of the date specified above.

Chestnut Global Partners, LLC, an Illinois Limited Liability Company

By: ___________________________ Date: ___________________________

LICENSEE: ___________________________

By: ___________________________ Date: ___________________________

Print Name

Signature

Chestnut Global Partners
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