

## LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between SummitRidge, a company engaged in providing proprietary clinical documentation systems, with its principal place of business at \_\_\_\_\_ ("SummitRidge"), and \_\_\_\_\_, a licensed healthcare facility ("Licensee").

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### RECITALS

WHEREAS, SummitRidge specializes in the development and distribution of proprietary documentation products in digital and physical formats, including but not limited to medical forms, templates, guides, manuals, documentation systems, and related tools designed for use by healthcare providers;

WHEREAS, SummitRidge customizes and tailors documentation to meet the specific operational and regulatory compliance needs of individual healthcare agencies;

WHEREAS, Licensee desires to obtain, and SummitRidge agrees to grant, a license to use such documentation under the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

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### 1. Grant of License

Subject to the terms and conditions of this Agreement, SummitRidge hereby grants to the Licensee a non-exclusive, non-transferable, and revocable license to use SummitRidge's proprietary electronic and/or paper-based documentation materials (the "Licensed Materials"), solely for internal use within the Licensee's designated healthcare facility or facilities, and solely for purposes permitted under this Agreement.

## 2. Restrictions on Use

Licensee agrees to the following restrictions:

- Licensee shall not modify, alter, duplicate, reproduce, reverse-engineer, or create derivative works based on any SummitRidge forms or materials without obtaining prior written consent from SummitRidge.
- Licensee shall not make the Licensed Materials accessible through any public or private internet platform, timeshare, shared drive, or subscription-based system beyond its licensed location.
- Licensee shall not use the documentation for any purpose other than internal operations at the licensed facility or facilities, and only as expressly permitted under this Agreement.
- Licensee shall not transfer, distribute, sublicense, or otherwise share the Licensed Materials with any third party or with any other healthcare organization, facility, or customer not covered under this Agreement.
- The Licensee is prohibited from exporting, re-exporting, or otherwise releasing the Licensed Materials outside of the agreed-upon licensed scope.

For clarification, this section does not prevent the Licensee from creating new documentation that is entirely independent and does not incorporate or rely on SummitRidge materials or proprietary information.

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## 3. Intellectual Property

All rights, titles, and interests in and to the Licensed Materials, including but not limited to all copyrights, trademarks, trade secrets, database rights, and any other intellectual property rights (whether registered or unregistered), remain exclusively owned by SummitRidge ("SummitRidge Intellectual Property").

This includes, but is not limited to, the design, format, layout, data capture methods (such as checkboxes, selection fields, or write-in responses), and all visual and structural components of the documentation.

SummitRidge does not permit the use, duplication, or reproduction of any of its intellectual property in any form—digital, printed, or otherwise—without a valid license and full payment of associated licensing fees.

Licensed materials are to be used **only** by the healthcare facility that has entered into this Agreement and are not transferable under any circumstances.

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#### 4. Term and Termination

This Agreement shall become effective on the date first written above and shall remain in effect unless terminated by either party.

- Either party may terminate this Agreement at any time by providing written notice to the other party.
- In the event of cancellation by Licensee, all previously invoiced and/or paid subscription or licensing fees are non-refundable.
- SummitRidge reserves the right to immediately terminate Licensee's access to its forms, systems, and manuals if any amount owed remains unpaid ten (10) days after Licensee receives written notice of delinquency.

Upon termination for any reason, Licensee must immediately cease using all SummitRidge materials and must delete or destroy all digital copies and remove any physical copies from active use.

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#### 5. General Provisions

- Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles.
- Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.
- Amendments: Any changes to this Agreement must be made in writing and signed by both parties.

- Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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## **6. Disclaimer of Warranties and Regulatory Accuracy**

SummitRidge<sup>TM</sup> endeavors to provide high-quality documentation, including but not limited to medical forms, templates, guides, manuals, and systems, that is thoughtfully developed to support healthcare facilities in maintaining compliance with applicable accreditation standards, state licensure requirements, federal and state laws, regulations, codes, and other governing statutes. However, despite our best efforts, SummitRidge<sup>TM</sup> does not warrant or guarantee that the documentation will reflect the most current, complete, or accurate interpretations of such regulatory requirements.

It is the sole responsibility of the Licensee to ensure that all documentation used under this Agreement is reviewed and validated for accuracy, applicability, and compliance with the specific requirements of the Licensee's regulatory environment. This includes, but is not limited to, consultation with relevant state departments, accrediting bodies, legal advisors, and other qualified professionals.

The documentation provided under this Agreement does not constitute legal, medical, or professional advice, and is not intended to substitute the guidance or services of licensed attorneys, healthcare professionals, or regulatory consultants. While SummitRidge<sup>TM</sup> strives to offer documentation that may assist in achieving compliance and operational excellence, we do not represent or warrant that the materials will be suitable for the Licensee's specific operational context or jurisdiction.

By entering into this Agreement and utilizing SummitRidge<sup>TM</sup> documentation, the Licensee acknowledges and agrees that SummitRidge<sup>TM</sup> shall not be held liable for any losses, damages, deficiencies, or adverse outcomes—whether direct, indirect, incidental, special, consequential, punitive, or exemplary—that may result from the use of such documentation. All use of the documentation is at the Licensee's own risk. The Licensee is strongly advised to consult with legal and regulatory professionals to ensure the documentation aligns with applicable requirements and is appropriately adapted for their operations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**SummitRidge**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Licensee (Healthcare Facility)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_