

UNH APCD-CDL(TM) LICENSE AGREEMENT, AGENCY LEVEL (MEDI-CAL) (TERMS AND CONDITIONS)

APCD-CDL™ (herein, the "Work") is provided to the non-profit community by NAHDO and The University of New Hampshire for non-commercial purposes only. For-profit or commercial uses of APCD-CDL™ must receive written approval from the Institute of Health Policy and Practice at the University of New Hampshire at its sole discretion and may require an alternative license.

This License Agreement (this "Agreement") is a legal license agreement between the Organization or Agency as described in Appendix A on behalf of its employees, agents, contractors, and assigns, in light of its status as a contracted managed care plan for Medi-Cal ("Licensee"), and the University of New Hampshire, a constituent institution of the University System of New Hampshire and a nonprofit educational and research institution organized under the laws of New Hampshire, with offices at 21 Madbury Rd., Ste. 101, Durham, NH 03824 ("UNH"), which covers Licensee's use of the Work (as defined below) that accompanies this Agreement, as well as other related components, which may include associated media, printed materials, "online" or electronic documentation, and Internet-based services. Licensee represents and acknowledges that they are a contracted managed care plan for Medi-Cal.

LICENSEE AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY INSTALLING, DOWNLOADING, OR OTHERWISE USING THIS WORK. IF LICENSEE DOES NOT AGREE, DO NOT INSTALL, DOWNLOAD, OR USE THE WORK.

Terms and conditions as set forth in any purchase order, agreement, or contract which differ from, conflict with, or are not included in this Agreement shall not become part of this Agreement unless specifically accepted by UNH in writing.

This Agreement is a legally-binding contract between UNH and Licensee. Effective immediately by clicking "I ACCEPT", UNH and Licensee agree as follows:

1.0. DEFINITIONS

1.1. "Agreement" means this License Agreement Terms and Conditions and Exhibit A collectively.

1.2. "Work" means the APCD-CDL, in its current, past or future versions, as supplied to you by UNH for digital download. UNH represents that to the best of its knowledge as of the date this Agreement becomes effective, it has an ownership interest in the copyright to the Work, and has authority to

grant the licenses provided under this Agreement. Copyright in certain components of the work may be owned by third parties and UNH makes no representations regarding, and grants no licenses to any rights of any such parties. The Work is provided including such components to Licensee for convenience purposes only and additional licenses from said third parties may be required.

1.3 "Derivative Works" include any modification, addition, alteration, or deletion of elements within the Work. For purposes of clarity, embedding the Work within a larger framework is permissible and does not constitute Derivative Work provided that no other modifications, additions, alterations, or deletions to elements within the Work are made.

2.0. GRANT

2.1. UNH hereby grants, and Licensee hereby accepts, subject to the terms and conditions of this Agreement, a non-exclusive, non-commercial, non-transferrable license to UNH's rights to use the Work, solely for the purpose outlined in Exhibit A. Licensee hereby agrees not to redistribute this APCD-CDL™ beyond the purpose outlined in Exhibit A without prior written approval from the APCD Council.

2.2. Upon full execution of this Agreement, Licensee will be provided a single download of the Work. This Agreement and all licenses granted hereunder will automatically terminate as outlined in Exhibit A, or in the event that Licensee breaches any term of this Agreement.

2.3. Beyond the rights granted within Section 2.1, Licensee will not reproduce, distribute, transmit, publicly display, publicly perform, or use the Work for any commercial or noncommercial purposes, unless expressly permitted in Exhibit A. Licensee will not transmit the Work to hosted application services or create Derivative Work. For purposes of clarity, Licensee is permitted to transmit the Work to its duly appointed officers, employees, agents, contractors and assigns, whether the Work is transmitted singly or as part of a larger work. All rights not expressly granted in this Agreement are reserved by UNH.

2.4. The Work is expressly licensed with no rights to sublicense.

2.5. Licensee agrees to share with the APCD Council any errors found or suggested enhancements to ensure accuracy and version control. No license is granted to Licensee to prepare Derivative Works beyond use of the Work as outlined in Exhibit A.

2.6 Use of UNH trademarks is permitted for credit purposes only in accordance with Section 3 of this Agreement. No other use of the UNH trademarks is permitted unless otherwise agreed to in writing by UNH and Licensee.

2.7. This Agreement does not transfer ownership of the copyright in and to the Work. UNH's ownership of its intellectual property rights in and to the Work, including copyright, is and will remain with UNH. For the sake of clarity, should Licensee embed the Work within a larger framework, UNH's ownership of intellectual property rights extends only to the Work itself as it is embedded and not to any additional elements or the remainder of the larger framework.

3.0. NOTICES AND LEGENDS

3.1. Licensee will include credit and acknowledgement for the Work as follows:

© [CURRENT YEAR] University of New Hampshire, NAHDO. Used with permission.

For more information, contact UNH at license.unhi@unh.edu .

4.0. REPRESENTATIONS

4.1. THE REPRESENTATIONS STATED IN SECTION 1.2 ABOVE ARE THE SOLE AND THE EXCLUSIVE REPRESENTATIONS OFFERED BY UNH. THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES RESPECTING THE WORK, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

4.2 TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL UNH BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR LICENSEE'S USE OF THE WORK, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF UNH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will UNH's total liability to Licensee for all damages exceed the amount paid at the time this Agreement becomes effective. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

5.0. DEFAULT AND TERMINATION

5.1. UNH may terminate this Agreement prior to its expiration if Licensee fails to comply with any term or condition of this Agreement. If termination by UNH does occur, Licensee will cease all use of the Work and will destroy all copies of the Work upon termination of the Agreement.

6.0. General

6.1. This Agreement will be governed by the laws of the State of New Hampshire without regard to its conflicts of laws provisions. The New Hampshire state and federal courts will have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Licensee hereby consents to the jurisdiction of such courts.

6.2. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

6.3. This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing referencing this Agreement and signed by duly authorized representatives of UNH and Licensee. This Agreement represents the entire agreement of the parties. Any waiver by

either UNH or Licensee of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

6.4. Except as described in Section 3.1, Licensee will not use UNH's name, trademarks, service marks, or insignia, or any adaptation of them, or the name of any of UNH's personnel in any advertising, promotional, or sales literature without the prior written consent of UNH.

6.5. This Agreement will automatically expire as specified in Exhibit A, unless terminated earlier as set forth above. UNH is under no obligation to renew this license under the same or similar terms to Licensee in the future.

6.6. Licensee will indemnify, defend, and hold harmless UNH and its officers, directors, employees, shareholders, and agents, and their insurers, from and against all damages, claims losses, expenses, costs, obligations and liabilities, including without limitation, liabilities of attorneys' fees incurred by UNH arising from or related to this Agreement or to Licensee's use of the Work.

EXHIBIT A

DESCRIPTION OF THE WORK

THE WORK

TITLE: APCD-CDL

MEDIUM: Data layout

COPYRIGHT NOTICE: © 2022. University of New Hampshire, NAHDO. Used with permission.

THE PURPOSE

NAME OF REQUESTOR:

Emi Botzler-Rodgers,

Humboldt County Behavioral Health Director

ORGANIZATION: Humboldt County Department of Health and Human Services Behavioral Health

MEDI-CAL VERIFICATION:

Licensee hereby acknowledges and agrees they are a managed care plan for Medi-Cal: YES

PROGRAM AFFILIATION/DEPARTMENT: California Department of Health Care Services (DHCS)

DESCRIPTION OF SPECIFIC USE: The APCD-CDL will be used by the Licensee as the official data layout to receive Medi-Cal historical utilization data from the California Department of Health Care Services (DHCS). Delivery of Medi-Cal historical utilization data to Licensee, as a contracted managed care plan for Medi-Cal, is considered to be non-commercial use, and falls within the parameters of the Terms of the license.

Licensee agrees and acknowledges that no other use of the Work is permitted under this Agreement.

TERRITORY: World

TERM: 2 Years

No fee is associated with this license. This Agreement is not effective until the Work has been transferred, pending approval from UNH.

- *Please be sure to accurately complete your profile, including email, phone, and mailing address.*