

LICENSE AGREEMENT FOR PROFILE DATA

BY ACCESSING OR USING ANY AGGREGATED PROFILE DATA (AS DEFINED BELOW) MADE AVAILABLE TO YOU BY THE AMERICAN MEDICAL ASSOCIATION ("AMA"), YOU (AS "LICENSEE") AGREE TO COMPLY WITH AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT FOR PROFILE DATA, AND ANY TERMS AND CONDITIONS YOU MAY ENTER INTO WITH AMA PURSUANT TO ANY PROFILE DATA ORDER FORM (COLLECTIVELY, THE "AGREEMENT"). PLEASE READ THIS LICENSE AGREEMENT FOR PROFILE DATA CAREFULLY. **IF YOU DO NOT AGREE TO THIS LICENSE AGREEMENT FOR PROFILE DATA, YOU MAY NOT USE OR ACCESS ANY PROFILE DATA.**

ANY USE OF AMA'S PROFILE DATA SERVICES MADE VIA AN AMA WEBSITE IS AND AT ALL TIMES REMAINS SUBJECT TO THE AMA [TERMS OF USE](#), [PRIVACY POLICY](#) AND [CODE OF CONDUCT](#).

YOU MAY PRINT OR SAVE A COPY OF THIS LICENSE AGREEMENT FOR PROFILE DATA FOR YOUR RECORDS.

Background

AMA is a nonprofit organization exempt from taxation pursuant to Section 501(c)(6) of the Internal Revenue Code whose mission is to promote the art and science of medicine and the betterment of public health. AMA has expended significant resources gathering, assembling and aggregating profile data cultivated by AMA or licensed from third parties on physicians and physician assistants ("**Profile Data**"). The Profile Data is licensed by the AMA under this License Agreement for Profile Data for the limited purpose of (a) physician and physician assistant credentials verification for purposes of delivery of patient care in hospitals and other clinical settings, employment in delivery care setting, granting privileges, and/or enrollment by health plans and (b) improving the access of physicians and physician assistants to patients (the "**Purpose**").

1. Rights and Licenses

- A. Profile Data. Subject to the terms and conditions of the Agreement, including, but not limited to, the display and use requirements and restrictions set forth in this Section 1, AMA hereby grants Licensee a limited, non-exclusive, non-transferrable, non-sublicensable license to access and use Profile Data via Licensee's purchased form of access (as specified in Section 1B below), solely in connection with the Purpose.
- B. Access to Profile Data. Licensee may only access Profile Data either (i) directly via AMA's Profile Data service available via AMA Profiles Hub at www.ama-assn.org/go/amaprofiles (the "**Profiles Hub**"), (ii) directly through AMA's Profile Data API (the "**API**"), or (iii) indirectly through a hosted platform operated by an AMA authorized Profile Data provider or through a software application licensed to Licensee by an AMA authorized Profile Data provider (such AMA authorized provider, in each case, an "**Integrator**"). All Integrators shall have executed a written agreement with AMA governing the provision of Profile Data to AMA Profile Data licensees and Integrators' corresponding API access and integration.
- C. Customer IDs and Passwords. Upon acceptance of the terms of this License Agreement for Profile Data and execution of a Profile Data order form (if applicable), if Licensee has elected to access Profile Data via the API, AMA will provide Licensee with a password, key or other forms of identifier specific to Licensee (a "**Customer ID**"). Licensee must use this Customer ID in order to access the Profile Data via the API or indirectly via an Integrator. When using an Integrator to access Profile Data, Licensee must provide its appointed Integrator (or input within Integrator's software application) Licensee's Customer ID in order for Integrator (or Integrator's software application) to pull Licensee's requested Profile Data from the API for delivery to Licensee. Profiles Hub access shall require the use of a username and password. Licensee is responsible for the confidentiality of its Customer ID and/or its Profiles Hub username and password. Licensee shall be liable for any unauthorized use of its Customer ID or Profiles Hub username and password by Licensee, Licensee's Integrator or any third party who has gained access to such confidential information.

- D. Display of Profile Data. Licensee may not modify, obscure, or remove from any displays of Profile Data any copyright or trademark notices or terms and conditions, including legal disclaimers, appearing on any Profile Data displays.
- E. Restrictions. Licensee shall not (i) modify, obscure or alter the Profile Data to which it is provided access, (ii) access any Profile Data other than the Profile Data expressly requested by Licensee via Licensee's Customer ID or Profiles Hub user name and password; (iii) attempt to create a substitute or similar service through use of or access to the Profile Data; (iv) use the Profile Data to create, maintain, enhance or verify another database of physician or physician assistant profile information; (v) resell, publish, distribute, copy or otherwise use or transmit Profile Data to any third party except as expressly permitted hereunder or otherwise by AMA in a separate writing; (vi) merge the Profile Data or revise the Profile Data with non-AMA licensed data; or (vii) use Profile Data for any purpose other than the Purpose.
- F. Ownership. As amongst AMA, Licensee and any Integrator, AMA owns all right, title and interest in and to the Profile Data, Profiles Hub and API, including all intellectual property rights therein. Upon termination of the Agreement, Licensee's right to access Profile Data via the Profiles Hub, API or otherwise shall immediately terminate.

2. Technical Requirements

- A. Access. If accessing Profile Data directly through the API, Licensee shall comply with all reasonable technical requirements specified by AMA for integration with the API.
- B. Transmission of Profile Data. Any transmission of Profile Data by Licensee shall be conducted via HTTPS protocols with a minimum of TLS 1.2 SSL encryption.
- C. Storing or Hosting of Profile Data. To the extent Licensee or its authorized agent stores or hosts any Profile Data, Licensee will implement and maintain at all times appropriate measures designed to ensure the security, integrity and confidentiality of such Profile Data, identify potential threats or hazards to the security, integrity and confidentiality of such Profile Data and protect against any anticipated threats or hazards, and protect against unauthorized access to or use of such Profile Data. Licensee will implement and enforce appropriate physical and logistical standards and procedures for the storage of Profile Data to enforce the security, integrity and confidentiality of such Profile Data. Without limiting the generality of the foregoing, such measures will: (i) provide for continual assessment and re-assessment of the risks to the security of Profile Data stored, including the (a) identification of internal and external threats that could result in unauthorized disclosure, alteration or destruction of Profile Data, (b) assessment of the likelihood and potential damage of such threats, taking into account the sensitivity of such Profile Data and (c) assessment of the sufficiency of policies, procedures, information systems of Licensee, and other arrangements in place, to control risks; and (ii) provide appropriate protection against such risks. When stored on Licensee's systems, Profile Data shall be protected via a minimum that meets NIST FIPS 140-2 standard encryption. Further, no Profile Data may be transferred or stored outside of the United States. Licensee shall destroy all instances of Profile Data which it hosts after the Agreement is terminated, and, upon AMA's request, shall provide AMA with written certification of such destruction.
- D. Security Breach. Licensee shall, at its sole expense immediately notify AMA of any unauthorized access, disclosure, acquisition or use of Profile Data that it believes or is aware has occurred (a "Security Breach"). Licensee shall promptly investigate the Security Breach and (a) provide frequent updates with respect to Licensee's investigation of the Security Breach, (b) promptly provide to AMA a written report that sets forth Licensee's root cause analysis and corrective action plan; (c) implement the corrective action plan and mitigate and remediate the effects of the Security Breach as soon as practicable and (d) provide AMA with frequent updates with respect to Licensee's mitigation and remediation efforts. Licensee shall reimburse AMA on demand for all reasonable costs associated with addressing and responding to any Security Breach arising from Licensee's failure to comply with this Section 2D, including, without limitation, the costs incurred by AMA for: (a) preparation and mailing or other transmission of notifications regarding the Security Breach and (b) preparation and mailing or other transmission of other communications regarding the Security Breach as AMA deems reasonably appropriate.
- E. Injunctive Relief. Licensee acknowledges that its violation of this Section 2 may cause irreparable harm to AMA, the amount of which may be impossible to estimate, thus making any remedy at law or in damages inadequate. Licensee therefore agrees that AMA may apply to any court of competent jurisdiction for, and be granted, an injunction compelling specific performance by Licensee of its obligations under this Section 2 without the necessity of posting any bond. This right will be in addition to any other remedy available under the Agreement.

3. Consideration

- A. Consideration. Fees for Licensee's access to Profile Data vary depending on the type of access and duration purchased. Depending on the Profile Data service purchased, Licensee's order shall be specified via online, phone or paper orders. Licensee may be asked to provide AMA with a credit card number, which (if provided) AMA is hereby authorized to charge for Licensee's payment of fees under the Agreement as they are incurred. AMA may increase its fees to Licensee at any time, provided that such increases shall not affect the rates of any Licensee subscriptions to Profile Data in effect at the time of such increase, but may affect any subsequent subscriptions thereafter. All payments made under the Agreement are non-refundable except as specified in Section 8 below.
- B. Costs and Expense; Taxes. All fees quoted are exclusive of any and all taxes, fees, duties, tariffs or charges which may be imposed in connection with payments made under the Agreement.

4. Confidentiality

- A. Confidential Information. "Confidential Information" means any non-public data or information regarding (a) the business operations of Licensee, including but not limited to, information regarding its products and product development, suppliers, marketing strategies, finance, operations, customers, sales, and internal performance results; and (b) proprietary software, including but not limited to: concepts, designs, documentation, reports, data, specifications, source code, object code, flow charts, file record layouts, databases, inventions, know-how, show-how and trade secrets, whether or not patentable or copyrightable, which is disclosed by Licensee to the AMA, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, that the Licensee: (i) clearly labels as "confidential" prior to furnishing it to the AMA; (ii) designates as "Confidential" in a written notice to the AMA within fifteen (15) days of its disclosure by Licensee; or (iii) would otherwise reasonably be considered Confidential.
- B. Exclusions from Confidential Information. Except as required by applicable federal, state, or local law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that: (i) at the time of disclosure is, or after disclosure becomes, generally available to and known by the public other than as a result of any material breach of this Agreement by the AMA; (ii) at the time of disclosure is, or after disclosure becomes, available to the AMA on a non-confidential basis from a third-party source, provided that, to the AMA's knowledge, such third party is not and was not prohibited from disclosing such Confidential Information to the AMA by any contractual obligation; (iii) was known by or in the possession of the AMA prior to being disclosed by or on behalf of the Licensee pursuant to this Agreement; (iv) was or is independently developed by the AMA without reference to or use of any of the Licensee's Confidential Information; or (v) information that is approved for disclosure by written consent of the Licensee.
- C. AMA Obligations. AMA shall: (i) maintain the Confidential Information in strict confidence and shall not disclose the Confidential information to any person or entity, except as necessary to carry out or ensure compliance with its obligations under this Agreement; (ii) use at least the same degree of care as it uses in maintaining the confidentiality of its own Confidential Information (but no less than a commercially reasonable degree of care); and (iii) prevent the removal of any proprietary, confidential or copyright notices placed on any Confidential Information in its possession.
- D. Permissions. AMA shall be permitted to use the Confidential Information for the purpose of ensuring compliance with this Agreement.
- E. Required Disclosure. Any disclosure by the AMA of any of Licensee's Confidential Information as required under applicable federal, state, or local law, regulation or a under a valid order issued by a court or governmental agency of competent jurisdiction shall be subject to the terms of this Section. Prior to making any such disclosure, and to the extent legally permissible, the AMA shall make commercially reasonable efforts to provide Licensee with: (a) prompt written notice of such requirement so that the Licensee may seek, at Licensee's sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at Licensee's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.
- F. Remedies. The AMA acknowledges that any remedy at law for the breach or threatened breach of this Section 4 may be inadequate to fully and properly protect Licensee and, therefore, the parties agree that Licensee, at Licensee's sole cost and expense, may be entitled to injunctive relief in addition to other available remedies; provided, however, that nothing contained herein shall be construed as prohibiting Licensee from pursuing any

other remedies available in law or in equity for such breach or threatened breach.

- G. AMA shall treat all data provided to AMA by Licensee under the Agreement in a manner consistent with AMA's [Privacy Policy](#).

5. Indemnification

- A. Indemnity. Licensee ("**Indemnifying Party**") shall indemnify and defend AMA, its affiliates, and each of the preceding parties' respective trustees, managers, officers, directors, employees, agents, assignees and successors in interest (together the "**Indemnified Party**") from any third-party claims, demands, suits, causes of action, legal or administrative proceedings ("**Claim**" or "**Claims**") and pay all related damages, costs, losses, fines, penalties, and expenses, including without limitation, reasonable attorney's and expert witness fees, paid, incurred, or suffered by the Indemnified Party in connection with, arising directly or indirectly out of, resulting from or incident to the Indemnifying Party's (i) breach of this Agreement of any representation, warranty, covenant, or other obligation in this Agreement, or (ii) violation of any applicable law, rule, or regulation in the use of Profile Data.
- B. Procedures. Upon becoming aware of any Claim for which it seeks indemnification under this Agreement, the Indemnified Party shall grant to Indemnifying Party the right to control the defense and/or settlement of such Claim, at Indemnifying Party's own expense; provided, however, that any delay in the provision of notice, or the failure to provide assistance or grant authority and control will only relieve Indemnifying Party of its obligation to the Indemnified Party to the extent that Indemnifying Party is materially prejudiced by such delay or failure. The Indemnified Party may participate in the defense or prosecution of any Claim with counsel of its choice at its own expense. Indemnifying Party may not, without the Indemnified Party's written consent (such written consent not to be unreasonably withheld or delayed), agree to any settlement that: (x) makes any admission on behalf of the Indemnified Party; or (y) consents to an injunction against an Indemnified Party.

6. Warranty and Disclaimer

- A. Licensee Representations and Warranties. Licensee represents and warrants that:
- (i) it is a legal entity having full right, power and authority to enter into the Agreement and to perform all of its obligations under this Agreement;
 - (ii) entry into and performance of the Agreement does not and will not violate any other agreements executed or entered into by or on behalf of the respective party or otherwise violate any rights of any third party;
 - (iii) it shall comply with all applicable laws, rules, and regulations, including with respect to data privacy, in performing its obligations under this Agreement;
 - (iv) its use of the Profiles Hub and/or the API is and shall at all times be solely for the purpose of physicians and physician assistant credentials verification for purposes of delivery of patient care in hospitals and other clinical settings, employment in delivery care setting, granting privileges, and/or enrollment by health plans; and
 - (v) all physicians and practitioners on whom Licensee submits a query via the Profiles Hub or the API have provided Licensee with written authorization to verify their credentials in order to practice within Licensee's organization or at Licensee's location. If Licensee has been authorized by AMA (in writing) to provide credentials verification services to Licensee's customers, such authorization shall apply to both Licensee and its customers, and the applicable organizations or locations shall be Licensee's customers' organizations or locations.

B. Warranty Disclaimer.

- (i) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN SECTION 6A, LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) USE OF THE PROFILE DATA IS AT LICENSEE'S SOLE RISK; (B) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, COMPLETE INFORMATION AND EFFORT IS WITH LICENSEE; AND (C) THE PROFILE DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ADDITIONALLY ACKNOWLEDGES AND AGREES THAT THE AMA COMPILES PROFILE DATA FROM NUMEROUS DATA SOURCES OVER WHICH AMA EXERTS NO CONTROL.
- (ii) TO THE FULLEST EXTENT PERMITTED BY LAW, AMA DISCLAIMS RESPONSIBILITY FOR (A) ANY ERRORS IN THE PROFILE DATA AND FOR ANY CONSEQUENCES, DECISIONS, JUDGMENTS OR RESULTS ATTRIBUTABLE TO OR RELATED TO ANY USES, NON-USES OR INTERPRETATIONS OF INFORMATION OR DATA CONTAINED IN OR NOT CONTAINED IN THE PROFILES DATA; (B) ANY INTERRUPTION OR ERROR IN THE OPERATION OF THE PROFILES HUB OR API; AND (C) THE DATA CONTAINED IN THE PROFILE DATA NOT MEETING LICENSEE'S REQUIREMENTS. IN ADDITION TO THE FOREGOING SENTENCE, THE AMA SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY, AND THE AMA WILL INCUR NO LIABILITY WHATSOEVER, FOR ANY ERRORS OR OMISSIONS CONTAINED IN ANY THIRD-PARTY DATA PROVIDED TO THE AMA, INCORPORATED INTO THE PROFILE DATA, AND PROVIDED TO LICENSEE UNDER THIS LICENSE AGREEMENT FOR PROFILE DATA. NOTICES AND ALERTS PROVIDED VIA AMA PROFILE DATA SERVICES, IF ANY, ARE PROVIDED AS INFORMATIONAL ONLY, AND AS SUPPLEMENTAL TO LICENSEE'S OWN RECORDS MONITORING TASKS, AND ARE MADE AVAILABLE AT LICENSEE'S OWN RISK. AMA DOES NOT WARRANT AS TO THE DELIVERY, ACCURACY, TIMELINESS OR COMPLETENESS OF SUCH NOTICES OR ALERTS PROVIDED VIA ANY OF ITS PROFILE DATA SERVICES, AND LICENSEE SHOULD NOT RELY ON SUCH NOTICES AND ALERTS. FURTHER, AMA MAY RELY ON INTEGRATORS TO ACCESS PROFILE DATA AND PROVIDE PROFILE DATA TO ITS CUSTOMERS, INCLUDING LICENSEE. AMA DOES NOT WARRANT AS TO LICENSEE'S RECEIPT OF PROFILE DATA FROM ANY INTEGRATOR.

7. **Limitation of Liability**

- A. CONSEQUENTIAL DAMAGES. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL AMA BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR STRICT LIABILITY), OR OTHERWISE, FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF BUSINESS, LOSS OR USE OF DATA OR INFORMATION, INTERRUPTION OF BUSINESS OR AVAILABILITY OF THE LICENSED CONTENT, GOODWILL, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF, CONNECTED WITH, RELATING TO, OR RESULTING FROM THE AGREEMENT.
- B. DIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AMA SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF, CONNECTED WITH, RELATING TO, OR RESULTING FROM (I) THE QUALITY, ACCURACY OR COMPLETENESS OF PROFILE DATA, (II) THE DELIVERY (OR LACK THEREOF) OF NOTICES AND ALERTS VIA ANY PROFILE DATA SERVICE PROVIDED, OR (III) THE DELIVERY (OR LACK THEREOF) TO LICENSEE OF PROFILE DATA BY AN INTEGRATOR.
- C. FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 7 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THE AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- D. LOST PROFITS. DAMAGES FOR LOST PROFITS ARE EXCLUDED REGARDLESS OF WHETHER THEY ARE CHARACTERIZED AS DIRECT OR CONSEQUENTIAL DAMAGES.

8. **Term; Termination and Suspension**

- A. Term. The Agreement shall remain in effect as to Licensee for so long as Licensee has permitted access to the Profiles Hub or the API services. Access duration shall depend on the type of service and duration purchased. Unless otherwise permitted by AMA in writing, subscription-based Profile Data access (and associated payment obligations) shall continue to renew for identical subsequent subscription terms unless terminated by Licensee thirty (30) days prior to the expiration of the then-current subscription term.
- B. Termination and Suspension. AMA may terminate or suspend, in AMA's sole discretion, Licensee's access to the Profile Data and associated services immediately in the event Licensee materially breaches or violates any provision of the Agreement. Further, if AMA terminates (i.e., discontinues) or suspends all or any Profile Data service offered hereunder, Licensee's permitted access to such services shall be terminated or suspended as well. In the event AMA terminates Licensee's access to Profile Data hereunder without cause, AMA shall refund to Licensee a pro-rated portion of fees based on pre-paid, unused amounts.

- C. Consequences of Termination. Upon termination of the Agreement, Licensee's access to the Profiles Hub and/or API (as applicable) shall be immediately terminated.
- D. Survival. Notwithstanding any termination or expiration of the Agreement, the provisions of Sections 1F, 4, 5, 6, 7, 8C, 8D and 9 shall survive any expiration or termination of the Agreement.

9. Miscellaneous

- A. Arbitration; Venue. Any controversy or claim ("**Claim**") Licensee has arising out of or relating to the Agreement shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought solely by Licensee as an individual person or entity and not as part of, or as a representative of, a class. The arbitration shall be held in Chicago, Illinois. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator's award shall be final and binding. The courts of the State of Illinois and/or the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction and venue over (i) any action concerning the enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, then any Claim Licensee has arising out of or relating to the Agreement. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and Licensee will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE. AMA reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to the Agreement. Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision's restriction on Licensee's right to participate in or pursue a class action or class wide arbitration shall be brought only in the United States District Court for the Northern District of Illinois or any State of Illinois court located in Cook County, Illinois.
- B. Governing Law. This Agreement will be governed by the internal laws of the State of Illinois without regard to choice of law principles and by the laws of the United States.
- C. Statute of Limitations. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Licensee's use of the Profile Data must be filed by Licensee within one (1) year after such claim or cause of action arose or be forever barred.
- D. Assignment; Binding Effect. The Agreement may not be transferred or assigned by Licensee without prior written consent of AMA, such consent not to be unreasonably delayed or withheld. For purposes of this provision, any change of control of Licensee, whether by merger, acquisition, stock purchase or otherwise, shall be deemed an assignment. Any assignment in violation of the foregoing shall be null and void. The Agreement shall be binding on any permitted successors or assignees.
- E. Independent Contractor. The relationship between the parties shall be solely as that between service provider and independent contractor, and nothing herein shall create or imply any other different relationship.
- F. Notices. All notices required or permitted under the Agreement shall be in writing and shall be deemed given when delivered in person or by email to Licensee's email address on file with AMA, or five (5) days after being sent registered mail, postage prepaid and addressed to the addresses set forth above in the Agreement.
- G. Remedies Cumulative. The remedies provided in the Agreement shall be cumulative, and the assertion by either party of any right or remedy shall not preclude the assertion by such party of any other rights or the seeking of any other remedies.
- H. Waiver and Severability. The failure of AMA to exercise or enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.
- I. Entire Agreement; Modifications; Waiver. This License Agreement for Profile Data, and any order form Licensee may execute for Profile Data which references this License Agreement for Profile Data, represents the entire agreement between Licensee and AMA and supersedes any prior or contemporaneous understandings or agreements with respect to the subject matter of this License Agreement for Profile Data. Any terms or conditions in any order form for Profile Data in conflict with any terms or conditions in this License Agreement for Profile Data

shall be null and void unless specifically stated as taking precedence over this License Agreement for Profile Data in such order form. AMA reserves the right to revise this License Agreement for Profile Data at any time in its sole discretion by posting a revised License Agreement for Profile Data to the AMA website. Licensee's access to and use of the Profile Data signifies Licensee's acceptance of all the terms and conditions contained within the License Agreement for Profile Data posted at the time of such access or use. Licensee will be responsible for regularly reviewing this License Agreement for Profile Data posted to the AMA website. No revision to this License Agreement for Profile Data, including to the arbitration provision set forth in Section 9A, shall apply to a controversy or claim of which the AMA had actual notice on or before the date of any such revision. The failure of either Party to enforce any of the provisions of the Agreement or the waiver of any provisions in any instance shall not be construed as a general waiver or relinquishment on its part of any other provision, but the same shall nevertheless be and remain in full force and effect. The Agreement cannot be modified by Licensee except in written form, signed by both the Licensee and AMA.

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