



COLLABORATION AGREEMENT

This Collaboration Agreement is entered into as of the date of completion of this survey and the term of this Agreement will be for one (1) year from the Effective Date (the “Term”). It will be subject to extension only by mutual written agreement of the parties.

The Parties agree that the Practice Integration Profile (the Instrument) and responses provided by one Party to the other during participation in the Collaboration will not be used for purposes other than those associated with the Collaboration unless permitted under separate written agreement. The Parties will use the Instrument and Information in compliance with all applicable laws, governmental regulations and guidelines.

Any intellectual property first created by either Party during this Collaboration will remain the property of the creating party. Except as provided in this Agreement, no express or implied licenses or other rights are provided to either Party.

UVM will be free to publish the results of the Collaboration and agrees to acknowledge Company as a source of Information in any such publication should the Company wish to be identified.

The Parties acknowledge that the Information and Instrument are experimental in nature and agree that they will be used with prudence and appropriate caution, since not all of its characteristics are known. **THE INFORMATION AND INSTRUMENT ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.** Neither Party makes any representation or warranty that the use of the Instrument or Information will not infringe any patent or other proprietary right.

This Agreement shall not be assignable by either party without the prior written consent of the other party; any attempted assignment is void. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. This agreement will be construed according to the laws of the State of Vermont, without regard to its conflict of laws principles.

Unless otherwise specified, this Agreement embodies the entire understanding of UVM and Company for this Collaboration. Any prior or contemporaneous representations, either oral or written are hereby superseded. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the parties.