



# Canadian Healthcare Association Association canadienne des soins de santé

## CHA LICENCE AGREEMENT

The following License Agreement applies to the two CHA products listed below:

CHA 's Abridged Guide on CD-ROM, **COMPLETE** version

CHA 's Abridged Guide on CD-ROM, **READ-ONLY** version

*CHA's Abridged Guide on CD-ROM ("Abridged Guide")*, which comprises software programs, data files, CD-ROMs, and user documentation (including any authorized updates thereto), is offered by the **Canadian Healthcare Association (CHA), 17 York Street, Ottawa, Ontario K1N 9J6** as licensor for use by you as licensee only under the terms and conditions specified in this Agreement. By signing this agreement, you indicate that you have read, understood and accept these terms and conditions.

**THIS IS A LICENCE TO USE THE ABRIDGED GUIDE FOR 12 MONTHS, NOT A SALE.** In consideration of the grant of the 12 month licence and the mutual covenants and terms and conditions contained herein, you and **CHA** agree as follows:

### LICENCE

1. Subject to the terms and conditions of this Agreement, **CHA** grants to you a non-exclusive, non-transferable and non-assignable, 12 month license to use the *Abridged Guide* as follows:
  - (i) Load the *Abridged Guide*, in whole or in part, into the memory storage facility of your server or desktop system.
  - (ii) Use the search functionality of the *Abridged Guide* to create reports, files, labels or export data.
  - (iii) You shall not copy, except as permitted by section 1(i), and 2(i), modify, alter, disassemble, decompile, translate or convert into human readable form, or reverse engineer, all or part of the software programs in the *Abridged Guide* and shall not use the software programs, data or user documentation to develop any derivative works, any functionally compatible or competitive software, or a directory or database or any part thereof prepared for commercial sale. You shall not copy or reproduce any part of the user documentation except for the purpose of training Authorized Users.
  
2. An Authorized User may
  - (i) Reproduce electronic elements of the software as required to follow your normal backup procedures for your server or desktop system.

3. For greater certainty, you may not:
  - (i) use the ***Abridged Guide*** software or make copies of it or any part of it other than as expressly permitted in this Agreement.
  - (ii) offer, for a fee or free of charge, services consisting of searching the ***Abridged Guide*** or the data therein for or for the benefit of any person other than an Authorized User or the licensee as provided in this Agreement.
  - (iii) reproduce, modify, adapt, translate, publish, sell, rent, lease, license, sub-license, transfer, market, distribute, redistribute, transmit or otherwise part with the ***Abridged Guide*** software or any copies of it, in whole or in part, in any manner or in any form not expressly permitted by this Agreement.
  - (iv) alter, remove or cover proprietary notices in the ***Abridged Guide***, or on related storage media.
  - (v) use or make all or any part of the ***Abridged Guide*** software available over a network, computer service or service bureau business except to the extent that such uses are made for the internal business operations of the licensee.
  
4. The licence granted under this Agreement shall extend to any updates or new releases of the ***Abridged Guide*** delivered to you within the 12 month period and shall concurrently terminate with respect to all other versions of the ***Abridged Guide*** provided that CHA so designates at the time of the delivery.

#### **LICENCE FEE**

5. You shall pay CHA in advance a license fee of \$1,000 plus applicable taxes for the **Complete** version of the Abridged Guide on CD or you shall pay CHA in advance a license fee of \$250 plus applicable taxes for the **Read-Only** version of the Abridged Guide on CD
  
6. You shall pay CHA in advance the correct amount for the appropriate number of Authorized Users.  
[1 user included in license fee; add \$100 for 2 to 5 users; add \$200 for 6 to 10 users; add \$300 for 11 to 20 users; add \$500 for 21 to 50 users; and add \$750 for 51 to 99 users].For additional users, please contact [guide@cha.ca](mailto:guide@cha.ca)

#### **TITLE TO THE ABRIDGED GUIDE**

7. You acknowledge that your rights pursuant to this Agreement do not extend beyond the licence granted and you will not acquire any intellectual property rights including patent, copyright or rights to trade secrets in the software programs, data or user documentation. You agree that you will not at any time during or after the termination of this Agreement contest or challenge the ownership of or interest in the intellectual property rights of CHA in the ***Abridged Guide***. Title to the CD-ROMs delivered to you shall remain with CHA.

#### **UPDATES OR NEW RELEASES**

8. You will receive updates of the ***Abridged Guide*** as produced by CHA, provided you pay or have paid the applicable licence fee.

## CONFIDENTIALITY OBLIGATIONS

9. You shall hold the CD-ROMs, the software programs, the data and the documentation and related material in strict confidence and agree that none of the materials will be used except by you and the Authorized Users in accordance with this Agreement. You will take all reasonable measures to prevent disclosure of the material to other parties.

## LIMITED WARRANTY

10. CHA warrants, for a period of 90 days from your acceptance of this Agreement, that:
  - (i) The *Abridged Guide*, as originally delivered to you by CHA, is capable of performing the functions described in related user documentation when used on appropriate hardware; and
  - (ii) The CD-ROMs upon which the *Abridged Guide* resides will be free from defects in material and workmanship under normal use. CHA will not be responsible for defects resulting from accident or abuse.
11. Your sole and exclusive remedy for breach of warranty or any damages or loss in any way connected with the *Abridged Guide* is restricted to, at CHA's option:
  - (i) replacement of the *Abridged Guide* or correction of the defect, or
  - (ii) a refund of any licence fee paid to CHA in the relevant licence period.
12. Nothing in this Agreement implies that the operation of the *Abridged Guide* software programs will be error free, or that errors will be corrected. Although every effort has been made to ensure that the information provided in the *Abridged Guide* is current, complete and accurate, CHA assumes no responsibility for omissions or errors.

## DISCLAIMER OF OTHER WARRANTIES AND LIABILITY

13. **CHA DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES RELATING TO THE *ABRIDGED GUIDE*, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. UNDER NO CIRCUMSTANCES WILL CHA OR ITS EMPLOYEES, OFFICERS, DIRECTORS OR LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF GOODWILL OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSS.**

## INDEMNITY

14. You will indemnify and hold CHA harmless for and against any and all claims which a third party may assert against CHA by reason of or as a consequence of your use of the *Abridged Guide* or its software programs, data or user documentation.

## COMMENCEMENT AND TERMINATION OF AGREEMENT

15. This Agreement commences on your written acceptance and is effective until terminated by:
- (i) non-payment of any invoice within 30 days; or
  - (ii) your failure to fulfill or observe any of the other terms and conditions of this Agreement; or
  - (iii) bankruptcy or insolvency of your business; or
  - (iv) expiry of your 12 month subscription period and non-renewal of your subscription.

In the event of termination, you shall immediately cease all use of the Abridged Guide, delete or destroy all copies of the *Abridged Guide* and supporting documentation in your possession or control and certify to CHA that all copies (including updates) in your possession have been destroyed. The provisions of sections 4 and 6 to 11 shall survive any termination of this Agreement.

## GOVERNING LAW

16. This Agreement is governed and will be construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

## ENTIRE AGREEMENT

17. This Agreement constitutes the entire agreement between you and CHA pertaining to the use of the *Abridged Guide* and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No amendment or waiver of any term of this Agreement is binding unless executed in writing by the parties. You may not transfer or assign this Agreement to any third party without the written consent of CHA.

## To proceed with your order,

1. Print a copy of this License Agreement for your files
2. Return to the order page (<https://www.cha.ca/guide/>) and enter your name in the space provided indicating that you have read and understood the terms of the License Agreement.
3. Next, press “Enter”. ***Please note that by entering your name in the space provided, you agree to abide by all the conditions detailed in the License Agreement.***
4. Once you have entered your name and pressed “Enter”, your new License Agreement ID will be displayed, and you may proceed with your order