



# ORDER FORM

## 1 Customer Account Information

Customer Account Owner Number \_\_\_\_\_  
 (find number on recent invoice or packing slip)

Account Owner Name \_\_\_\_\_

Account Owner E-mail address \_\_\_\_\_

Account Owner Phone ( ) \_\_\_\_\_

## 2 Activate and email to

Name \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

Email \_\_\_\_\_

## 3 AM-PAC Licenses

Annual License(s)	ISBN	Price	Select Quantity	Sub-Total
1 year license per clinical site	A103000201168	\$208.00		
				<b>Subtotal</b> \$
				Add your state and local tax \$
				<b>Total</b> \$

## 4 Address and email of each clinical site license

(please attach an additional form if more space is required)

## 5 Payment

- ☐ Purchase Order # \_\_\_\_\_
- ☐ Check enclosed payable to NCS Pearson, Inc. Check # Amount \$ \_\_\_\_\_
- ☐ Credit card: \*Please provide the best contact number to reach you between the hours of 7:00 am and 6:00 pm Central Time:  
 Phone Number \_\_\_\_\_

**\*Pearson can only accept credit card payments through the e-commerce portal, call center, or remote call centers at selected events. Credit card information is not accepted via paper orders to protect your personal information.**

**Please submit this form to:**

**Email:** ClinicalCustomerSupport@Pearson.com

## Bill to (if different)

Name \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ + \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Fax ( ) \_\_\_\_\_

E-mail \_\_\_\_\_

## 6 Authorization, Prices and Terms

Prices effective from January 1, 2022 to December 31, 2022 and subject to change without notice. Terms are balance net 30 days. I authorize Pearson to ship this order and agree to Pearson's Terms and Conditions of Sale and Use of Pearson Products, their Qualification Policies, their End User Sublicense Agreement, and their Return Policy.

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_ **Date** \_\_\_\_\_

# AM-PAC END USER SUBLICENSE AGREEMENT

This End User Sublicense Agreement ("Agreement") governs access to and use of the Activity Measure for Post-Acute Care ("AM-PAC") offered by NCS Pearson, Inc., a Minnesota corporation, contracting through its Clinical Assessments business ("Pearson"). AM-PAC is offered by Pearson under license from CRECare, LLC. By submitting a User Acceptance Form, order, or by paying part or all of a Pearson Invoice for AM-PAC, You ("Licensee") agree to the terms of this Agreement in which, Licensee receives a limited license to access, use, print, or display, for AM-PAC. In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

## 1. GRANT OF SUBLICENSE; DELIVERY.

**1.1 Sublicense Grant.** Subject to the terms of this Agreement, and to the Terms and Conditions of Sale and Use of Pearson Products, Pearson grants to Licensee a nonexclusive, revocable, non-transferable, limited sublicense under Pearson's intellectual property rights to use, print, or display the AM-PAC for use by Licensee's employees and agents solely with Licensee's patients served by the Sites for the period for which sublicense fees have been paid. This is a Sublicense Agreement and not an Agreement for sale. All rights not specifically granted are reserved to Pearson and its licensors. For the purposes of this agreement, "Site(s)" means the Sublicense sites identified on the order form or as otherwise approved in writing by Pearson.

**1.2 Right to Audit.** During the term of this Agreement and for three (3) years thereafter, Pearson will have the right on reasonable notice, to conduct and/or direct a review or audit of Licensee's records to verify that the AM-PAC is being used only at the Sites and only in compliance with other terms of this Agreement.

## 2. SUBLICENSE RESTRICTIONS.

Licensee agrees not to, and will not allow others to, license, rent, lease, assign, copy, share (for compensation or otherwise), or distribute the AM-PAC for use or access by third parties. Licensee agrees that Licensee will not modify, translate, create derivative products or other versions of the AM-PAC from the AM-PAC. Licensee agrees to secure the AM-PAC to prevent unauthorized access or use by others. Licensee will take all reasonable steps to ensure that Licensee's employees and agents comply with the terms of this Agreement. Licensee agrees to respect and not to alter, remove or conceal any copyright, trademark, government restricted rights, patent, trade name or other proprietary marking that may appear in connection with the AM-PAC.

## 3. DISCLAIMER AND LIMITATION OF LIABILITY.

**3.1** PEARSON AND ITS LICENSOR ARE NOT HEALTH CARE PROVIDERS. PEARSON AND ITS LICENSOR, OWNERS, OFFICERS, DIRECTORS AND EMPLOYEES DO NOT PRACTICE MEDICINE OR PROVIDE CLINICAL SERVICES OF ANY KIND. THE AM-PAC IS PROVIDED AS A TOOL DESIGNED TO ASSIST HEALTH CARE PROVIDERS AND ADMINISTRATORS AND IS NOT INTENDED AS A SUBSTITUTE FOR THE MEDICAL JUDGMENT OF A QUALIFIED PHYSICIAN OR OTHER HEALTH CARE PROVIDER. PEARSON AND ITS LICENSOR, OWNERS, OFFICERS, DIRECTORS AND EMPLOYEES ARE NOT RESPONSIBLE FOR ANY PATIENT CARE RENDERED, OR PATIENT CARE DECISIONS MADE, IN CONNECTION WITH THE USE OF THE AM-PAC.

**3.2** THE AM-PAC IS BEING PROVIDED TO LICENSEE "AS IS," TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PEARSON, NOR PEARSON'S LICENSOR, MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

## 4. PUBLICITY

Neither party to this Agreement shall use the name of the other party, or of CRECare, LLC, Boston University or Dr. Alan Jette, in any advertising or promotional materials without the prior written approval of the general form and content of the materials by the other, and/or by CRECare, LLC, Boston University or Dr. Allen Jette respectively.

## 5. INTELLECTUAL PROPERTY.

As between the parties, Pearson and its licensors will own all rights, title and interest in the AM-PAC, and all intellectual property rights therein, and Licensee will own all rights, title and interest in patient data generated by Licensee.

## 6. TERMS AND TERMINATION.

**6.1 Term.** This Agreement will begin on the date of sale and continue for a period of twelve months and shall be renewed for successive twelve month periods provided Licensee timely pay the annual license fee prior to the anniversary date and pay all other fees when due..

**6.2 Termination.** This Agreement shall automatically terminate in the event that Licensee fails to pay any fee when due. In addition, this Agreement shall terminate in the event that either party is in default of any of any other obligation under this Agreement and fails to remedy such default within thirty (30) days after receipt of written notice thereof.

**6.3 Consequences.** Termination of this Agreement will not affect the rights and obligations of the parties accrued prior to termination. Prepaid fees are nonrefundable. In the event of termination, Licensee will promptly (i) discontinue all use of the AM-PAC; (ii) destroy all copies of the AM-PAC and return to Pearson all copies of all other Confidential Information; and (iii) certify in writing to Pearson, within thirty (30) days of termination of this Agreement that Licensee has complied with the foregoing. Pearson will return to Licensee or destroy all copies of Licensee's Confidential Information and certify in writing to Licensee, within thirty (30) days of termination of this Agreement that Pearson has complied with the foregoing. Sections 1.2, 2, 3, 4, 5, and 7 and the Terms and Conditions of Sale and Use of Pearson Products<sup>1</sup> will survive expiration or termination.

## 7. GENERAL.

**7.1 Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall be granted or withheld in the party's sole discretion, except that either party may assign this Agreement in the event of any sale, merger, consolidation, recapitalization or reorganization involving in each case the sale of substantially all of the capital stock or ownership units of such party or all or substantially all of the assets of such party. This Agreement will be binding on the successors and permitted assigns of the parties.

**7.2 Indemnity.** Licensee will indemnify and hold harmless Pearson, its successors, and its licensors and their respective trustees, members, owners, directors, officers, employees, agents, successors and assigns (the "Indemnitees"), against any and all liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) that may be incurred by or imposed upon the Indemnitees, or any of them, in connection with or resulting from any third party claim, suit, demand, action or judgment arising out of Licensee's breach of this Agreement, negligence, or use of the AM-PAC in any manner other than as specifically permitted in this Agreement.

**7.3 Entire Agreement.** This Agreement, and the Terms and Conditions of Sale and Use of Pearson Products<sup>1</sup> constitutes the entire and only agreement between the parties relating to the subject matter hereof, and all prior negotiations, representations, agreements and understandings are superseded hereby. Amendments and waivers must be in writing and signed by both parties. The failure of either party to enforce in any one or more instances any of the terms of this Agreement will not be construed as a waiver of future performance of any such term. The preprinted provisions of Licensee's purchase orders will not apply.

**7.4 Notice.** Any notice required by this Agreement will be sufficiently given if sent in writing by prepaid national overnight delivery service with a tracking number which evidences delivery to the other party at the provided at time of sale, or at such other addresses as may be designated by notice given from time to time under the terms of this provision.

**7.4 Governing Law.** This Agreement will be governed by the laws of the State of Minnesota, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods does not apply.

**7.6 Severability.** If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be reformed, construed and enforced to the maximum extent permissible to carry out the intent of the parties, and the remaining provisions will remain in full force and effect.

**7.6 Headings.** The headings used in this Agreement are for ease of reference only and will not be used to interpret any aspect of this Agreement.

**7.7 Independent Contractors.** The parties are independent contractors and not agents or employees of the other party.

**Questions? Call 800-627-7271**