Course License Agreement

IMPORTANT — PLEASE READ THIS COURSE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY. PLEASE SIGN AND RETURN THIS DOCUMENT TO EMR SAFETY AND HEALTH. BY PURCHASING AND SUCCESSFULLY COMPLETING THE TRAINER SAFETY COMPLIANCE AWARENESS TRAINING AND DOWNLOADING THE MATERIALS, YOU ACKNOWLEDGED AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

License:

In consideration of the subscription fee paid by you or by an institution on your behalf, EMR Safety and Health, (hereinafter referred to as "Safety Compliance Awareness Training, "we" or "us") in connection with its External Content Providers, grants you, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable license and right to use of these course materials. This license does not extend outside of the person of record.

Ownership:

Unless otherwise noted, all materials used to create this course, including, but not limited to all text, editorial content, images, graphics, logos, illustrations, photographs, video, audio, and other materials, as well as the designs, icons, layout, "look and feel," and all other graphical elements of the course and all copyrights, trademarks, service marks, tradenames, patents and other intellectual property rights in any of the foregoing (collectively, the "Course Materials") are the sole and exclusive property of EMR Safety and Health Safety Compliance Awareness Training (or its subsidiaries, affiliates, or designees) or its third-party licensors, and are protected by U.S. laws and international treaties. By indicating that you accept these terms, you understand that you do not become the owner of these Course Materials but are entitled to use them only in conjunction with the specific courses.

Permitted Uses and Prohibitions:

When using authoring tools to customize this course, you are not permitted to add, revise, modify and remove content from this course before publishing the course for use. Notwithstanding anything to the contrary stated in this Agreement, you are not permitted to copy, reproduce, modify, republish, upload, download, post, sell, lease, license, rent, transfer or in any manner distribute or otherwise use or permit others to use any Course or Course Materials or any copies thereof. You must not reverse engineer, decompile or disassemble or copy any Course or Course Materials for use in any other electronic or printed format.

NO WARRANTY:

NEITHER EMR SAFETY AND HEALTH, NOR ANY THIRD PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, PROMOTION OR MARKETING OF THESE COURSES AND COURSE MATERIALS MAKES ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, WITH RESPECT TO THE MATERIALS, WHICH ARE LICENSED "AS IS". ALL WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USE OF TRADE. ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR ENTITY ARE VOID. YOU ASSUME ALL RISK AS TO THE QUALITY, FUNCTION, PERFORMANCE, AND ACCURACY OF THE COURSE AND COURSE MATERIALS.

LIMITATION OF LIABILITY:

IN NO EVENT WILL EMR SAFETY AND HEALTH OR ANY THIRD PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, PROMOTION OR MARKETING OF THE COURSE AND COURSE MATERIALS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, RELIANCE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA OR PROFITS, OR FOR INABILITY TO USE THE LICENSED MATERIALS, EVEN IF EMR SAFETY AND HEALTHOR SUCH OTHER THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EMR SAFETY AND HEALTH, OR SUCH OTHER THIRD PARTY'S LIABILITY FOR ANY DAMAGES OR LOSS TO YOU OR ANY OTHER PARTY EXCEED THE LICENSE FEE YOUR INSTITUTION PAID FOR THE LICENSED COURSES.

General:

If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, it shall be deemed omitted and the remaining provisions shall continue in full force and effect. This Agreement may be modified only in writing authorized by EMR Safety and Health. EMR Safety and Health's waiver of any right shall not constitute a waiver of that or any other right in the future. This Agreement shall be governed by and construed in accordance with the laws and in the state and federal courts of the State of Texas, USA. EMR Safety and Health makes no representation that this

material is appropriate for users in other jurisdictions. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements, and undertakings, oral or written, are hereby expressly superseded and canceled.

Should you have any questions regarding this Agreement, you can contact us at:

EMR Safety and Health 9221 LBJ Freeway, Dallas, Texas 75243 USA president@emrsafetyandhealth.com

I have read this agreement and acknowledge by my signature below that I will abide by the content above:

Print Name: _____

Signed: _____

Date: _____