

LICENSE INFORMATION

The Software listed below are licensed under the following License Information terms and conditions in addition to the Software license terms previously agreed to by Client and Company. If Client does not have previously agreed to license terms in effect for the Software, the Merative™ Client Agreement (“MCA”) found here:

https://www.merative.com/content/dam/merative/terms/base/Merative_Client_Agreement.pdf applies.

- Cúram Child Welfare Intake 8.2
- Cúram Child Welfare Intake Professional 8.2

Limited Use Right

Client may not rent or lease the Software or provide commercial IT, hosting, or timesharing services to any third party. Client may not sublicense, assign, or transfer the license for any Software (except to the extent assignment or transfer may not be legally restricted or as is expressly permitted in a TD or as otherwise agreed by Company in writing).

Prohibited Uses

Client may not use the Software if failure or interruption of the Software could lead to death, serious bodily injury, or property or environmental damage
Supporting Software

Supporting Software

Client is authorized to install and use the Supporting Software identified below only to support Client's use of the Software under this Agreement. The phrase "to support Client's use" would only include those uses that are necessary or otherwise directly related to a licensed use of the Software. The Supporting Software may not be used for any other purpose. A Supporting Software may be accompanied by license terms, and those terms, if any, apply to Client's use of that Supporting Software. In the event of conflict, the terms in this “Supporting Software” and “Permitted Components of the Supporting Software” sections of this License Information document supersede the Supporting Software's terms.

Otherwise, the Supporting Software’s terms control. One entitlement of the Software provides Client the ability to use one entitlement of the following Supporting Software subject to the restrictions, if any, set forth in the Permitted Components of Supporting Software section below.

- Cúram Child Welfare 8.2
- Cúram Platform 8.2
- Cúram Appeals 8.2
- Cúram Outcome Management 8.2

Cúram Child Welfare Intake 8.2

- Cúram Provider Management 8.2

Permitted Components of Supporting Software

Client is permitted to use only the following components or functions of the above identified Supporting Software:

- Create, view and maintain intakes
- Create, view and maintain participant information
- View prior history
- Run and view Decision Assist assessments
- Capture recommendation and response time
- Submit and approve intake

Source Components and Sample Materials

The Software includes components in source code form ("Source Components"), or other materials identified as "Sample Materials" ("Sample Materials") or both. Client may copy and modify Source Components and Sample Materials for internal use only within the limits of the license rights under this Agreement; provided, however, that Client may not alter or delete any copyright information or notices contained in the Source Components or Sample Materials. Company provides the Source Components and Sample Materials without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Client to Obtain Own Advice

Company does not undertake to perform any of Client's regulatory obligations or assume any responsibility for Client's business or operations. Client is responsible for its use of Software. Company's direction, suggested usage, guidance, or Client's use of Software does not constitute medical, clinical, legal, accounting, or other licensed professional advice, and Client should obtain its own expert advice. Client is solely responsible for ensuring that Client and Client's activities, applications and systems comply with all applicable laws, regulations, standards and practices. Use of this Software does not guarantee compliance with any law, regulation, standard or practice.

Separately Licensed Code

Each of the components listed in the NON_MERATIVE_LICENSE file is considered "Separately Licensed Code" licensed to Client under the terms of the applicable third party

license agreement(s) set forth in the NON_MERATIVE_LICENSE file(s) that accompanies the Software, and not this Agreement. Future Software updates or fixes may contain additional Separately Licensed Code. Such additional Separately Licensed Code and related licenses are listed in the applicable NON_MERATIVE_LICENSE file that accompanies the Software update or fix.

Note: Notwithstanding any of the terms in the third party license agreement, the Agreement, or any other agreement Client may have with Merative, with respect to the Separately Licensed Code:

- (a) Merative provides it to Client WITHOUT WARRANTIES OF ANY KIND AND DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE, AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
- (b) Merative is not liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages including, but not limited to, lost data, lost savings, and lost profits.

Units of Measure

The following units of measure shall apply to Client's use of the Software:

- Authorized User

Authorized User is a unit of measure by which the Software can be licensed. An Authorized User is a unique person who is given access to the Software. The Software may be installed on any number of computers or servers and each Authorized User may have simultaneous access to any number of instances of the Software at one time. Client must obtain separate, dedicated entitlements for each Authorized User given access to the Software in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. An entitlement for an Authorized User is unique to that Authorized User and may not be shared, nor may it be reassigned other than for the permanent transfer of the Authorized User entitlement to another person.

- Authorized Professional User

Authorized User entitlements for any Software designated as "Professional" in the Software name authorize a third party person not employed by Client to access the Software solely to view data or provide input and data to Client in support of delivering the service delivery program.

Software Use Not Used for Establishing Required Entitlements

Use of the Software by citizens, patients or clients of the Licensee, who are recipients of service delivery programs offered by the Licensee, is not taken into consideration when determining the number of entitlements required for Licensee's installation or use of the Software.

Third Party Software that Interacts with Company Software

The Software is designed to interact with the third party software listed in the <https://curam-spm-devops.github.io/wh-support-docs/spm/prerequisites> (the “Interaction Software”). Such Interaction Software is not licensed by Company. Client must procure whatever Interaction Software Client deems best for its use of Company’s Software. Such Interaction Software is subject to such applicable third party license agreement(s), and not this Agreement.