



American Animal Hospital Association
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License Agreement: AAHA Diagnostic Codes

This is a License Agreement (“Agreement”) between American Animal Hospital Association (“AAHA”), an Illinois not-for-profit corporation, having a place of business at 12575 West Bayaud Avenue, Lakewood, Colorado 80228, and you, as an individual or organization, (“LICENSEE”), governing the use of a proprietary work of AAHA. If you agree to the terms and conditions of this Agreement, signify your agreement by clicking the “I/We Accept” button. If you do not agree with any of the terms of this Agreement, you may not access or use AAHA’s proprietary work.

AAHA is the owner of rights in a proprietary work consisting of a compilation of diagnostic terms, clinical symptom terms, anatomical terms and location descriptors, all for use in connection with identifying and recording veterinary medical diagnoses, symptoms, anatomical terms and locations for animal diagnoses (all such works collectively referred to as the “Diagnostic Terms”);

LICENSEE desires to obtain, and AAHA desires to grant to LICENSEE, a non-exclusive, worldwide, royalty-free license, under the terms and conditions provided herein, to use the Diagnostic Terms in connection with LICENSEE'S providing of veterinary products and/or services.

In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant. AAHA grants to LICENSEE a non-exclusive, worldwide, royalty-free license to use, copy, reproduce, modify, distribute, and sub-license the Diagnostic Terms as they exist currently, or as they are modified at some future time, provided that the conditions of Paragraph 2 are met.

2. Conditions. LICENSEE agrees to the following conditions applicable to the license granted in this Agreement:

- a) LICENSEE agrees that all Diagnostic Terms are and shall remain mapped to the Systematized Nomenclature of Medicine – Clinical Terms (“SNOMED-CT”) codes

at all times and shall use the Diagnostic Terms in a manner that is consistent with this mapping.

- b) In the event that LICENSEE makes any changes, modifications, additions, or amendments to the Diagnostic Terms, LICENSEE shall map the Diagnostic Terms to the SNOMED-CT.
- c) LICENSEE agrees to notify AAHA of any changes, modifications, additions, or amendments made to the Diagnostic Terms and the corresponding SNOMED-CT mapping on an annual basis or more frequently.
- d) LICENSEE grants a non-exclusive, worldwide, royalty-free license to third parties to use, copy, reproduce, modify distribute and sublicense LICENSEE'S changes, modifications, additions, or amendments to the Diagnostic Terms under the same terms and conditions of this Agreement.
- e) LICENSEE agrees that the license granted in this Agreement is automatically extended to anyone that receives the Diagnostic Terms from LICENSEE. LICENSEE agrees to pass on the same terms and conditions to its own licensees and require those licensees to do the same.
- f) LICENSEE agrees not to impose any further restrictions on the exercise of the rights granted under this Agreement and the license granted in this Agreement. For example, LICENSEE may not impose a license fee, royalty, or other charge for exercise of rights granted under this Agreement, and LICENSEE may not initiate litigation alleging that any intellectual property right is infringed by using, copying, modifying, distributing or sublicensing the Diagnostic Terms or any portion of the Diagnostic Terms.
- g) LICENSEE agrees that the Diagnostic Terms are owned by AAHA and LICENSEE agrees not to dispute the validity or ownership of the Diagnostic Terms.

3. Assignments and Sublicenses. This Agreement is freely assignable by AAHA and LICENSEE subject to the responsibilities and obligations provided in this Agreement. Each time LICENSEE conveys rights in the Diagnostic Terms or products or services that include the Diagnostic Terms, the recipient automatically receives a license from AAHA, to use, copy, reproduce, modify, distribute, and sublicense the Diagnostic Terms, subject to the terms of this Agreement.

4. Updates. AAHA may periodically provide, but is not obligated to provide, LICENSEE with updates to the Diagnostic Terms ("Updates"). LICENSEE agrees to take reasonable steps to use and incorporate such Updates and to phase-out or discontinue use of prior versions of the Diagnostic Terms.

5. Termination. The perpetual license granted herein is subject to the terms and conditions of the Agreement and, notwithstanding the grant of a perpetual license, the license will automatically terminate in the event a) LICENSEE discontinues use of the Diagnostic Terms; b) LICENSEE violates any one of the conditions set forth in Paragraph 2; or c) AAHA places the Diagnostic Terms in the public domain. Termination of LICENSEE'S rights under Paragraphs 5(a) or 5(b) does not terminate the licenses of parties who have received copies or rights from LICENSEE under this Agreement.

6. Revised Versions of this Agreement. AAHA may revise or grant new versions of the Agreement from time to time. Such revised or new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. LICENSEE has the option of following the terms and conditions of either the present Agreement or any later version promulgated by AAHA.

7. Disclaimer of Warranty. THERE IS NO WARRANTY FOR THE DIAGNOSTIC TERMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW. AAHA AND/OR OTHER PARTIES PROVIDE THE DIAGNOSTIC TERMS “AS IS” AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED WITHOUT WARRANTY OF ANY KIND.

8. Limitation of Liability. In no event shall AAHA be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including but not limited to, procurement of substitute goods or services; loss of use, data or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of the Diagnostic Terms, even if advised of the possibility of such damage. If the disclaimer of warranty and limitation of liability provided above cannot be given legal effect according to their terms, reviewing courts shall apply law that most closely approximates an absolute waiver of all civil liability in connection with the Diagnostic Terms.

9. Enforcement. AAHA shall have the exclusive right to enforce its rights in the Diagnostic Terms and such enforcement shall be conducted at the sole discretion of AAHA. The expense of any such enforcement, including legal proceedings related thereto, shall be paid by AAHA, and all recoveries from any lawsuit or settlement shall go to AAHA.

10. Relationship of the Parties. AAHA and LICENSEE agree that their relationship is that of owner and non-exclusive licensee, respectively, of the Diagnostic Terms. This Agreement does not establish any agency, joint venture or partnership relationship between the parties. LICENSEE shall have no right or authority to act for or bind AAHA in any way or to sign the name of AAHA, or to represent that AAHA is in any way responsible or liable for the acts, written or verbal statements or admissions of LICENSEE.

11. Entire Agreement. The parties agree that this Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all previous communications, proposals, representations, and agreements whether oral or written relating to the subject matter hereof.

12. Disputes. The parties consent to the jurisdiction of the state and federal courts of the state of Colorado in connection with resolving any matter, action or issues that refer to, relate to or concern this Agreement, the interpretation thereof, or any breach thereof. This Agreement shall be construed and governed by the laws of the state of Colorado without reference to Colorado’s choice of law or rules.

13. Severability. This Agreement, to the extent possible, shall be construed so as to give validity to all the provisions hereof. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating any other part of this Agreement.