

COUNTY SOFTWARE LICENSE AGREEMENT

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1. **Definitions:**

Agreement. "Agreement" means that certain Agreement accompanying this License Agreement entered into between CorEMR, L.C. ("CorEMR") and TOOELE COUNTY pertaining to the provision of electronic medical records software under this License Agreement and the provision of computer hardware, if requested.

COUNTY. "County" means Tooele County, State of Utah.

Facility. "Facility" exclusively means the correctional facility operated by the COUNTY located at 1960 S. Main, Tooele, UT 84074.

Software. "Software" and/or "Medical Records Software" means the computer programs provided by CorEMR under this License Agreement for electronic medical records in connection with the accompanying Agreement.

You. "You" means the County and the Facility and their respective officers, administrators, employees, agents, independent contractors, and medical staff exclusively at the Facility and the information technology staff exclusively at the Facility.

2. **License Grant.** Provided you comply with all of the terms and conditions of this License Agreement and the accompanying Agreement including timely payment of the Initial Set Up Fee and the Monthly Service Fee as provided in the Agreement, CorEMR grants you a non-exclusive, non-transferable, limited license to use the Software for electronic medical records under the Agreement on one server exclusively at the Facility for so long as the Agreement is in effect and not terminated or expired. Immediately upon the expiration or termination of the accompanying Agreement, this Software License Agreement shall also automatically and without notice terminate and expire and you shall no longer be entitled to use the Software, or any component thereof, except your protocol forms, if any, which you may have caused to be installed thereon. In the event of the termination or expiration of this License Agreement and/or the license granted hereby, you must immediately uninstall and return the Software to CorEMR, including all documentation together with all upgrades, enhancements, modifications and updates and shall not thereafter use the same.

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8. **Limited Warranty.** CorEMR warrants that the Software will enable the properly trained users hereof to create, maintain, access, and make additions to electronic medical records and medical data, and will enable your properly trained personnel to backup the electronic medical records created thereby on site and/or at a remote location if proper equipment and backup software is used, for a period of ninety (90) days from the date of installation on the Server at the applicable Facility. Non-substantial variations of performance do not establish a warranty right. To make a warranty claim, you must notify CorEMR in writing of the specific defect or failure claimed within such ninety (90) day period. If the Software does not perform substantially in accordance with this Limited Warranty, the entire liability of CorEMR and your exclusive remedy shall be limited to either, at CorEMR's option, the replacement of the Software or the refund of the Initial Set Up Fee and Monthly Service Fees actually paid to date; and in any such event, you shall be obligated to return to CorEMR the Software. THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY SOFTWARE UPDATES, UPGRADES, MODIFICATIONS, ENHANCEMENTS, PATCHES, PRE-RELEASES (BETA), TRYOUTS, EVALUATIONS OR PRODUCT SAMPLERS, ALL OF WHICH ARE LICENSED "AS IS," WITHOUT WARRANTY OF ANY KIND. THIS LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION.

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IN WITNESS WHEREOF the Parties have executed this License Agreement effective as of the day and year first above written.

TOOELE COUNTY
By:  SHAWN MILNE
(Authorized Signature)

COREMR, L.C.
By: 
(Authorized Signature)

Print Name _____
TOOELE COUNTY COMMISSIONER
8 Nov. 2018

Print Name Dr. Vaughn Guyman