

AJCC Staging Online SUBSCRIPTION AGREEMENT

IMPORTANT – PLEASE READ THE TERMS OF THIS SUBSCRIPTION AGREEMENT (the “Agreement”) CAREFULLY BEFORE INSTALLING, ACCESSING OR OTHERWISE USING THE WEBSITE AND/OR LICENSED CONTENT. CLICKING ACCEPT BELOW CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE WEBSITE AND/OR LICENSED CONTENT. ACS REFERS TO THE AMERICAN COLLEGE OF SURGEONS. CUSTOMER REFERS TO THE INDIVIDUAL ACCEPTING THIS AGREEMENT AND/OR MAKING USE OF THE WEBSITE AND/OR LICENSED CONTENT.

ACS reserves the right to make changes or modifications to the Website and Licensed Content. Display of notice of changes on the Website shall constitute effective notice on the day ACS places the changes, and Customer’s continued use of the Website thereafter shall constitute its acceptance of such changes or modifications.

1. License. Subject to the terms and conditions of this Agreement, ACS hereby grants to Customer a non-exclusive and nontransferable license to, during the Term, (a) access and use the AJCC Staging Online website (“Website”); and (b) access and use the content and materials available through the Website (“Licensed Content”) subject to the terms of this Agreement.

A. Restrictions. The license granted herein is conditioned upon Customer’s strict compliance with the following: (a) Customer may use the Website and Licensed Content for Customer’s own personal use; (b) Customer will not permit any person to use the Website or Licensed Content; (c) Customer will not disclose the Licensed Content to any third-party, including for sake of clarification and not limitation, Customer may not input any portion of the Website or the Licensed Content into any large language model or artificial intelligence tool or program; (d) Customer will not create derivative works based on the Website or Licensed Content or cause or permit others to do so; (e) Customer will not use the Licensed Content to develop any technology tools or software; (f) Customer will not sublicense, re-sell, modify, reverse engineer, translate, disassemble, or decompile the Website, or otherwise attempt to derive any source code of the Website, or cause or permit others to do so; and (g) Customer will not remove any title, trademark, copyright and/or restricted rights notices or labels on the Website or Licensed Content. Certain additional requirements may be imposed on the use of the Website or Licensed Content by third party providers thereof. Upon receiving written notification of any such requirements by ACS, Customer agrees to comply with any such requirements.

B. Reservation of Rights. Except for the limited license granted herein, ACS or its licensors hereby reserves all rights in and to the Website and Licensed Content.

2. Customer Obligations.

A. Registration. Customer must register to use the Website and Licensed Content. Once registered, Customer will receive a user name, and will choose his or her own password. **User names and passwords are only for a single individual and may not be shared with any third-party. Customer may not share the user name and password with any other person or party and may not allow another person to access the Website and Licensed Content through Customer’s user name and password.** Customer is responsible for maintaining the confidentiality of passwords and accounts, and for all activities that occur under Customer’s account.

B. Access. Customer shall provide, at its sole cost and expense, all services, hardware, software, and other technology (including Internet access service) necessary to access the Website and Licensed Content, and shall be solely responsible for installing, maintaining, securing and supporting all such technology.

3. Payment.

A. Subscription. In order to use the Website and Licensed Content, Customer must subscribe. ACS bills Customer through the method chosen at the point of purchase. Customer agrees to make payment under the selected method of payment. In the event that Customer’s chosen payment method does not effectuate payment, Customer agrees to promptly pay all amounts due upon demand by ACS. Customer is responsible for paying all applicable taxes associated with use of the Website and Licensed Content. All funds are quoted in United States currency. ACS reserves the right to change its pricing policy or the method or manner in which it charges for the Website and/or Licensed Content at any time. ACS will notify Customer of any increase in fees to be charged to Customer prior to renewal. Customer agrees to provide accurate and complete information for billing purposes and to update Customer’s billing information in the event of any changes.

- B. Cancellations. Customer may terminate Customer's subscription at any time, for any reason by sending an email request to ajcc@facs.org. Please allow up to 5 days upon receipt of your email notice of termination, to process the request. Customer shall not be entitled to a refund of any fees paid.
 - C. Not in limitation of any other rights of ACS hereunder, ACS may, in its sole discretion, immediately suspend Customer's access to and use of the Website or Licensed Content in the event that any invoice remains unpaid for more than thirty days after the date such invoice became due and payable.
4. Intellectual Property Rights. All right, title, and interest in and to the Website and Licensed Content including, without limitation, all intellectual property rights therein, and all rights in and to any ideas, suggestions, modifications, alterations, concepts, feedback, or suggestions, made by Customer to or about the Website and Licensed Content ("Feedback"), belong solely to ACS and/or its applicable suppliers or licensors.
5. Warranties and Disclaimers.
- A. Authority. Each Party represents and warrants that it has the right to enter into this Agreement and perform its obligations hereunder.
 - B. WARRANTY DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE WEBSITE, LICENSED CONTENT, AND ANY SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND ACS AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT ACS OR ANY SUCH LICENSOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE). TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACS FURTHER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT. ACS DOES NOT WARRANT THAT THE WEBSITE OR LICENSED CONTENT (I) SHALL SATISFY CUSTOMER'S REQUIREMENTS; (II) IS WITHOUT DEFECT OR ERROR; OR (III) SHALL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER. ACS DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE WEBSITE, ITS SERVICE PROVIDER'S NETWORK, OR OTHER PORTIONS OF THE INTERNET. ACCORDINGLY, ACS CANNOT GUARANTEE THAT CUSTOMER'S CONNECTION TO THE INTERNET WILL NOT BE IMPAIRED OR DISRUPTED, AND ACS HEREBY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.
6. Damages and Limitation of Liability. Except for infringement of a party's intellectual property rights, in no event will either party be liable for any indirect, special or consequential damages arising out of or in any way connected with this Agreement, the Website, the Licensed Content or the services (including, but not limited to, loss of revenue, profits, services, data or equipment), even if that party is advised of the possibility of such damages. In all events, aggregate liability for claims relating to this Agreement, the Website, the Licensed Content or the services, whether for breach of contract or in tort, will be limited to the amount actually paid by Customer to ACS hereunder during the one (1) year period immediately before the claim which gave rise to the liability arose. Nothing in this section 6 shall limit either party's liability for: breach of any license terms herein; the indemnity obligations set forth in section 8 of this agreement; or liability for claims arising out of or relating to a party's gross negligence or willful misconduct.
7. Confidentiality. Each Party agrees that it will not disclose to any third party any information concerning the customers, trade secrets, methods, processes or procedures or any other confidential, financial or business information of the other Party which it learns during the course of its performance of this Agreement, without the prior written consent of such other Party. The obligations of this Section shall not apply (i) to any confidential information for a period longer than it is legally permissible to restrict disclosure of that or (ii) to any confidential information that a Party can demonstrate: (a) is or becomes publicly known through no act or omission of the receiving Party; (b) was in the receiving Party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; (d) is disclosed by the disclosing Party to third parties, without restriction on disclosure; or (e) is independently developed by the receiving Party, which independent development can be shown by written evidence. This obligation will survive the cancellation or other termination of this Agreement.
8. Indemnification. Customer will indemnify, defend and hold harmless ACS and its affiliates, managers, members, officers, employees, agents, licensors, and other representatives (collectively, the "Indemnified Parties") from all liabilities, costs, losses, damages and expenses (including reasonable attorneys' and experts' fees) in connection with any claim or action threatened or brought against the Indemnified Parties, arising out of or relating to any claim or action brought against any Indemnified Party by or on behalf of any of Customer's customers or by or on behalf of any other person or third party if such claim or action arises for any reason whatsoever out of Customer's or any such person's use of the Website or Licensed Content.

9. Monitoring. ACS will have the right, but not the obligation, to monitor Customer's use of the Website and the Licensed Content to determine compliance with this Agreement and to satisfy any law, regulation or authorized government request. If ACS determines, at any time, that the Website or Licensed Content are being used other than in accordance with this Agreement, it may take responsive action, including, without limitation, issuance of warnings to Customer, or suspension or termination of access to the Website or Licensed Content.

10. Term and Termination.

- A. Term. The initial term of this Agreement shall begin on the Effective Date and continue for a period of one year. Thereafter, this Agreement will be renewed for one (1) year periods upon payment of the annual invoice issued by ACS (each, a "Renewal Term"). The initial term, together with any Renewal Terms, are referred to herein as the "Term".
- B. Termination for Breach. This Agreement may be terminated by either Party if the other Party breaches any material provision of this Agreement, and such breach is not cured within thirty (30) days following the breaching Party's receipt of a written notice of such breach from the non-breaching Party.
- C. Other Terminations. Without limiting the foregoing, ACS will have the right to immediately terminate Customer's access to the Website and Licensed Content in the event that Customer violates any license restrictions herein. In addition, ACS shall have the right to terminate this Agreement upon written notice to Customer for ACS's convenience, upon sixty (60) days prior notice to Customer; provided, following such termination, shall refund to Customer any fees previously paid by Customer for services not yet received as of the effective date of such termination.
- D. Duties upon Termination; Effect. Upon the termination of this Agreement for any reason, Customer will immediately cease using the Website and Licensed Content and all licenses granted to Customer hereunder shall be terminated. Termination of this Agreement will not limit either Party from pursuing any other remedies available to it at law or in equity, including injunctive relief, nor will such termination relieve Customer of Customer's obligation to pay all Fees that accrued prior to such termination. Sections 4-8, 10D, 11, and 12 shall survive any termination or expiration of this Agreement.

11. Dispute Resolution. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, excluding its choice of law provisions.

12. Miscellaneous.

- A. In the event any terms of this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement or any application thereof will not in any way be affected or impaired, except that, in such an event, this Agreement will be deemed revised in order to provide the Party adversely affected by such declaration with the benefit of its expectation, evidenced by the provision(s) affected by such a declaration, to the maximum extent legally permitted.
- B. Any delays or failures by either Party hereto in the performance of the obligations hereunder will be excused if and to the extent such delays or failures are caused by occurrences beyond such Party's control, including, without limitation, acts of God, strikes or other labor disturbances, telecommunications failures, war, whether declared or not, sabotage, and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such Party. Notwithstanding the foregoing, delays or failures by Customer in the payment of money will not be excused for any reason.
- C. The Parties agree that each is performing its obligations hereunder as an independent contractor, and no joint venture, partnership, employment, or other relationship is being created by this Agreement.
- D. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement may not be assigned, transferred, pledged or hypothecated by Customer, whether voluntarily or involuntarily, without the prior written consent of ACS.
- E. This Agreement contains the complete of the Parties hereto in respect of the subject matter hereof as of the date of this Agreement and any and all prior understandings and agreements, expressed or implied, between the Parties hereto in respect of the subject matter hereof are superseded hereby.
- F. No waiver of any breach of this Agreement will be effective unless it is in a writing which is executed by the Party charged with the waiver. No delay in enforcing any right or remedy as a result of a breach of this Agreement will constitute a waiver thereof. This Agreement may not be modified or amended except by an

instrument in writing signed by all of the Parties hereto.

- G. No legal action related to this Agreement, regardless of its form, may be brought by either Party more than two (2) years after the cause of action first accrued.