

DOWNLOADABLE VIDEO END USER LICENSE AGREEMENT

IMPORTANT: READ BEFORE USING THE PRODUCT!

This is a license agreement (“Agreement”) between you, as the end user, and the American Academy of Ophthalmology, Inc., a Minnesota nonprofit corporation (“the Academy”). **BY USING THIS PRODUCT, YOU AGREE THAT YOU HAVE READ THE AGREEMENT, THAT YOU UNDERSTAND IT, AGREE TO ITS TERMS, AND THAT IT IS THE ONLY AGREEMENT BETWEEN YOU AND THE ACADEMY ABOUT THE PRODUCT.** If you do not agree to the following terms, do not use the product and contact the Academy, at 655 Beach Street, P.O. Box 7424, San Francisco, California 94120, for a full refund.

- 1. Grant of License.** The Academy grants a nonexclusive license to up to five (5) physicians in your practice in one practice location to use the product on computers and servers owned or leased by you or your practice, on your websites and in patient education presentations. For use by more than 5 physicians or in more than one location, additional licenses must be purchased. You may duplicate videos in the product (the “Content”) solely for noncommercial, patient education purposes for your own physician or eye care practice. The videos are collectively referred to herein as the “product”.

You may furnish the product to a third party. For example, you may give the product to a web developer, graphic designer or other agent to download and use the Content for you. The third party cannot retain copies of the Content after their works is completed. The product may not be edited in any manner from its original intended format.
- 2. Ownership.** The Academy owns or licenses the product, including any adaptations or copies, and you will not have any ownership rights in them. A copy is provided to you only to allow you to exercise your rights under this License Agreement.
- 3. Copies.** The videos are copyrighted. You may copy the Content only for purposes of computer or web-based patient education to be used solely by your practice.
- 4. Other Restrictions.** Except as described in Section 1 of this License, you may not transfer, rent, sub-license or otherwise distribute all or any part of the product. **The Content or copies of the Content cannot be resold or used in any materials that will be sold.**
- 5. Limited Warranty.** The Academy warrants that the videos are free from defects in workmanship for 90 days from the date of purchase. AAO will replace defective videos upon receipt of the videos and proof of payment. This warranty does not cover defects due to accident, abuse, modification, or any other cause occurring after you have purchased the product.
- 6. NO OTHER WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ACADEMY AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE PRODUCT. SOME STATES DO NOT ALLOW EXCLUDING OR LIMITING IMPLIED WARRANTIES SO THIS LIMITATION MAY NOT APPLY TO YOU.
- 7. LIMITATION OF LIABILITY.** IN NO EVENT WILL THE ACADEMY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THE USE OF THE PRODUCT BY ANY PERSON, WHETHER OR NOT INFORMED OF THE POSSIBILITY OF DAMAGES IN ADVANCE. THE ACADEMY’S TOTAL LIABILITY WITH RESPECT TO ALL CAUSES OF ACTION TOGETHER WILL NOT EXCEED THE AMOUNT YOU PAID THE ACADEMY FOR THIS LICENSE. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, THE ACADEMY’S NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- 8. Term.** This License will become effective on the date you acquire the product and will remain in force until terminated. You may terminate this License at any time by destroying all copies of the videos. This License also will automatically terminate if you breach any of these terms or conditions. You agree to destroy the original and all copies of the videos upon termination of this License.
- 9. U.S. Government Restricted Rights.** Use, reproduction, or disclosure by the U.S. Government is subject to restrictions as set forth in FAR’ 52.227-14 Alt III, FAR’ 52.227-19, or DFARS ‘ 227.7202-3, as applicable.

DISCLAIMER

The Academy provides this material for educational purposes only. It is not intended to represent the only or best method or procedure in every case, nor to replace a physician's own judgment or give specific advice for case management. All indications, contraindications, side effects, and alternative agents for each drug or treatment are beyond the scope of this material. All information and recommendations should be verified, prior to use, with current information included in the manufacturers' package inserts or other independent sources, and considered in light of the patient's condition and history. Reference to certain drugs, instruments, and other products in these videos is made for illustrative purposes only and is not intended to constitute an endorsement of such. Some materials may include information on applications that are not considered community standard, that reflect indications not included in approved FDA labeling, or that are approved for use only in restricted research settings. The FDA has stated that it is the responsibility of the physician to determine the FDA status of each drug or device he or she wishes to use, and to use them with appropriate patient consent in compliance with applicable law.

The Academy specifically disclaims any and all liability for injury or other damages of any kind, from negligence or otherwise, for any and all claims that may arise from the use of any recommendations or other information contained herein.

Revised 5/6/16