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By using the Website you agree to the Terms of Use. The Website is available only to individuals who can enter into legally binding contracts under applicable law. These Terms of Use constitute a legally binding agreement between you and AIRA regarding your use and access to the Website.

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AIRA reserves the right to revise these Terms of Use at any time in its sole discretion by posting revised Terms of Use to the Website. Your use of the Website signifies your acceptance of all the terms and conditions contained within the Terms of Use posted at the time of your use. You will be responsible for regularly reviewing the Terms of Use posted to the Website.

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Certain features and areas of the Website are available only with registration and/or a login. If you are required to register and select a unique login and password ("**Personal Login Information**"), you must keep your Personal Login Information confidential. Your Personal Login Information is personal to you and you may not allow any third party to use it under any circumstances. AIRA is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of your Personal Login Information. You must contact AIRA immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Login Information, or otherwise wish to deactivate your Personal Login Information due to security concerns.

YOUR OBLIGATIONS

You warrant that you will abide by all applicable local, state, national and international laws and regulations with respect to your use of the Website and not interfere with the use and enjoyment of the Website by other users or with the AIRA's operation and management of the Website. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on the Website, including, without limitation, information required to be provided through an AIRA registration form. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, AIRA reserves the right to terminate your access and use of the Website. You warrant that



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you will not impersonate any other person or entity, whether actual or fictitious, when using the Website, or defame or otherwise harm any party, including AIRA, through your use of the Website.

USER-GENERATED CONTENT

You acknowledge that you alone are fully responsible for the content that you post on or through the Website, including, but not limited to, comments, posts, data, or information that you submit on forums, blogs, repositories, registers, databases, or other websites (“**User-Generated Content**”). You submit and that you own or have the rights to use and distribute the User-Generated Content.

AIRA does not claim ownership of the User-Generated Content. However, you agree that by submitting the User-Generated Content, you have the legal authority to grant and do hereby grant to AIRA a perpetual, non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, download, duplicate, display, distribute, modify and creative derivative works of the User-Generated Content, subject to AIRA's [Privacy Policy](#).

AIRA CODE LIBRARY

The Website serves as a platform for you and other users to submit, share, and use information related to immunization for the purpose of ensuring that immunization information systems are fully supported and represented. AIRA values the voluntary and collaborative interaction of all of its members and others interested in developing the electronic healthcare infrastructure necessary to prevent and control vaccine-preventable diseases. To facilitate this purpose, AIRA maintains a library of scripts written and shared by members of the community to perform analysis using immunization information system (IIS) data (“**Code Library**”).

The Code Library is not a system of record nor is it a source of truth. Information contained in the Code Library is not warranted to be correct or complete. By the furnishing of this information, AIRA makes no representation whatsoever and neither AIRA nor any employee of AIRA, shall be personally liable for any damages which may arise due to information furnished pursuant to this section which is subsequently shown to be inaccurate or incomplete. Any party obtaining information from this system shall be on notice to examine the individual filings referred to in this listing for any legal reliance.



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AGGREGATE ANALYSIS REPORTING TOOL

You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the Aggregate Analysis and Reporting Tool ("AART") and any information produced by AART in accordance with these Terms of Use. You are responsible and liable for: (a) users' use of AART, including without limitation unauthorized user conduct and any user conduct that would violate the requirements of these Terms of Use; and (b) any use of AART through your account, whether authorized or unauthorized. You shall take reasonable steps to prevent unauthorized access to AART through your account, including without limitation by protecting your passwords and other log-in information. You shall notify AIRA immediately of any known or suspected unauthorized use of AART through your account.

You shall not: (a) allow third parties to exploit AART; (b) provide your passwords or other log-in information to any third party; (c) share non-public AART features or content with any third party; (d) access AART in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of AART, or to copy any ideas, features, functions or graphics of AART; or (e) engage in web scraping or data scraping on





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You warrant, unless agreed to in a separate agreement, that (a) you have not and will not transmit Excluded Data (as defined below), or permit transmission of Excluded Data, to AIRA or its computers or other media and, (b) to the best of its knowledge, User-Generated Content does not and will not include Excluded Data. You shall inform AIRA of any Excluded Data within User-Generated Content promptly after discovery (without limiting AIRA's rights or remedies). You recognize and agree that: (i) the provisions of these Terms of Use related to User-Generated Content do not apply to Excluded Data; (ii) AIRA has no liability for any failure to provide protections in the Excluded Data Laws (as defined below) or otherwise to protect Excluded Data; and (iii) our systems are not intended for management or protection of Excluded Data and may not provide adequate or legally required security for Excluded Data. We are not responsible or liable for any data exposure or disclosure or related loss to the extent that it involves Excluded Data. "Excluded Data" means protected health information or personally identifying information. "Excluded Data Laws" means any law or regulation governing Excluded Data, including without limitation any law or regulation protecting privacy or security rights of Excluded Data subjects.

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"Confidential Information" refers to the following items AIRA discloses to you through your use of the Website: (a) any document AIRA marks "Confidential"; (b) any information AIRA orally designates as "Confidential" at the time of disclosure, provided AIRA confirms such designation in writing within 1 business day; and (c) any other nonpublic, sensitive information you should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in your possession at the time of disclosure; (ii) is independently developed by you without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of your improper action or inaction; or (iv) is approved for release in writing by you. You are on notice that the Confidential Information may include AIRA valuable trade secrets.

You shall not use AIRA Confidential Information for any purpose other than the authorized use of the Website pursuant to these Terms of Use (the "**Purpose**"). You: (a) shall not disclose Confidential Information to any employee or contractor of your organization unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with your organization with terms no less restrictive than those set forth in this Section; and (b) shall not disclose Confidential Information to any other third party without AIRA's prior written consent. Without limiting the generality of the



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Notwithstanding the foregoing, you may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. You shall give AIRA prompt notice of any such legal or governmental demand and reasonably cooperate with AIRA in any effort to seek a protective order or otherwise to contest such required disclosure, at our expense. You further agrees that: (a) no adequate remedy exists at law related to breaches of confidentiality; (b) it would be difficult to determine the damages resulting from a breach of confidentiality, and such breach would cause irreparable harm to AIRA; and (iii) a grant of injunctive relief provides the best remedy for any such breach, without any requirement that AIRA prove actual damage or post a bond or other security. You waive any opposition to such injunctive relief or any right to such proof, bond, or other security.

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INDEMNIFICATION

To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless the AIRA Parties from and against all claims arising from or in any way related to your use of the Website and/or AIRA Content, a violation by you of these Terms of Use, or any other actions connected with your use of the Website and/or AIRA Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees. AIRA will provide prompt written notice of any such claims, but failure



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to provide such notice will not release you from any of your obligations pursuant to these Terms of Use except to the extent that you are actually prejudiced by such failure and will not relieve you from any other liability that you may have to the AIRA Parties.

TERM AND TERMINATION

These Terms of Use will take effect at the time you begin using the Website. AIRA reserves the right, with or without notice, at any time and for any reason to deny you access to the Website or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with or violate them. You may terminate these Terms of Use at any time by ceasing to use the Website, but all applicable provisions of these Terms of Use will survive such termination. Upon termination of this Agreement, you shall cease all use of the Website and delete, destroy, or return all copies of AIRA Confidential Information, AIRA Marks, and AIRA Content in your possession or control.

ARBITRATION

Any controversy or claim ("**Claim**") you have arising out of or relating to these i) Terms of Use, ii) Additional Terms and Conditions, iii) the Website, and iv) any products and services accessed or purchased through the Website shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought, in any arbitration or other legal proceeding, solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be held in Washington, DC. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator's award shall be final and binding. The Federal District court of the District of Columbia shall have exclusive jurisdiction and venue over (a) any action concerning the enforcement of an arbitration award, or (b) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING. AIRA reserves all rights and remedies available to it in law or equity.

Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration



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proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision's restriction on your right to participate in or pursue a class action or class wide arbitration shall be brought only in the Federal District court located in the District of Columbia.

GOVERNING LAW

These Terms of Use and all matters regarding your use of the Website shall be governed by, construed in accordance with, and enforced under the laws of the District of Columbia applicable to contracts made and executed and wholly performed in the State of Illinois, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods applies and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

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You may not assign these Terms of Use or any of its rights or obligations hereunder without AIRA's express written consent. Except to the extent prohibited by this section, these Terms of Use will be binding upon and inure to the benefit of the parties' respective successors and assigns.

FORCE MAJEURE

No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of these Terms of Use to the extent caused by acts of war, terrorism, hurricanes, earthquakes, epidemics, pandemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, or other causes beyond the performing party's reasonable control.

WAIVER AND SEVERABILITY

The failure of AIRA to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.



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Further, you shall not: (a) permit any third party to access or use the Service in violation of any U.S. law or regulation; or (b) export any software provided by AIRA or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, you shall not permit any third party to access or use the Service in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

CONTACT INFORMATION

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