

IAIABC EDI Member and Data Reporter LICENSE

This is an Agreement in which International Association of Industrial Accident Boards and Commissions, Incorporated (IAIABC) grants a current EDI member of IAIABC ("EDI Member"), or Data Reporter permission to use IAIABC's Standards Trading Partner Tables (including the Data Dictionary) for electronic data interchange reporting for workers' compensation related to Claims, Proof of Coverage, and Medical Bill Payment.

"Data Reporter" refers to an entity which is not a member of IAIABC but is either a self-insured employer, third party processor, or otherwise engaged in the electronic data interchange reporting for workers' compensation related to Claims, Proof of Coverage, and Medical Bill Payment.

An EDI Member agrees to the terms of this Agreement effective as of the date it establishes or renews its membership with IAIABC. A Data Reporter (-agrees to the terms of this Agreement effective as of the date it by paying the Fees described below.

Acknowledging the adequacy of the consideration exchanged, the parties agree as follows:

1. *License.* IAIABC grants an EDI member or Data Reporter, a non-exclusive annual license to use the Trading Partner Tables (as modified with jurisdictional data) exclusively to process data, and submit and receive reports.
2. *Restrictions.* Other than for this limited purpose stated above, the Data Reporter may not copy, modify, distribute, or sublicense the Trading Partner Tables (including all or any portion of it) for any commercial purpose. IAIABC reserves all other rights.
3. *Attribution.* If the Data Reporter makes the Trading Partner Tables available to the public for display or download at no charge, it must prominently include the following attribution:

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4. *Term and Fees.* The annual term of the license described in Section 1 runs from January 1 to December 31 of the year in which the Fees are paid by the EDI Member. The term of the license described in Section 1 runs from July 1 to June 31 of the year in which the Fees are paid by the Data Reporter. Current Fees can be obtained by contacting licensing@iaiacb.org.
5. *No Warranties.* THE TRADING PARTNER TABLES ARE PROVIDED 'AS IS', WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, TITLE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN THE EVENT IT IS DETERMINED THAT THE LICENSE IS INFRINGING, IAIABC WILL REFUND CUSTOMER THE ANNUAL LICENSE FEE AND TERMINATE THE LICENSE.
6. *Limitation of Liability.* In no event is IAIABC, its members, contributors or participants, officers or employees, customer, liable for any claim, or any direct, special, indirect or consequential damages, or any damages whatsoever (including loss of use of data, lost profits or business revenue or goodwill, whether in an action for contract, tort or otherwise arising in connection with this Agreement, the Trading Partner Tables, or IAIABC Implementation Guides.
7. *Termination.* If an EDI Member or Data Reporter breaches this Agreement, IAIABC may terminate this Agreement if the breach is not cured within thirty days after written notice. Or, if the breach is of a nature that cannot be cured, IAIABC may immediately terminate the license granted in this Agreement.
8. *General.* This Agreement is governed by the laws of the State of Wisconsin. This Agreement constitutes the entire agreement between IAIABC and the Data Reporter regarding the subject matter contained herein. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Wisconsin. The arbitration will be conducted

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on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. An award of arbitration may be confirmed in a court of competent jurisdiction. This Agreement represents the entire understanding of the parties regarding the subject matter hereof, and no modification of this Agreement is binding unless it is in writing and signed by both parties.