

BASIS-32[®] END-USER LICENSE

Organization:

This End-User License Agreement is made between the undersigned (“Licensee”), and The McLean Hospital Corporation, a not-for-profit Massachusetts corporation doing business as McLean Hospital, 115 Mill Street, Belmont, Massachusetts 02478 (“McLean”).

Introduction: BASIS-32[®] (Behavior & Symptom Identification Scale) is McLean’s proprietary patient self-report rating scale of symptom and problem difficulty which is used primarily to assess outcomes of treatment in the form of a 32-item measure for assessing functioning and psychiatric symptom distress from the patient’s point of view. Licensee desires to license the BASIS-32[®] including the accompanying instruction manual, copy of the survey, a set of reproduction-quality forms, scoring algorithm, and reference list (the BASIS-32[®]) for Licensee’s own internal use, and McLean agrees to do so upon the terms and conditions set forth below:

License: McLean grants Licensee a non-exclusive, non-transferable license limited to Licensee’s internal use of the BASIS-32[®] with Licensee’s own patients at Licensee’s site(s) according to the terms in this End-User License Agreement and the instructions in the accompanying BASIS-32[®] Instruction Manual (the “Permitted Use”), together with Licensee’s right to copy, reproduce in the medium supplied or in other media, and distribute copies of the BASIS-32[®] internally within Licensee solely as part of the Permitted Use. Licensee shall not otherwise distribute or copy the BASIS-32[®], which prohibition shall include, without limitation, Licensee’s agreement not to: (i) distribute BASIS-32[®], or any product or service derived from it, to others on a commercial basis, or (ii) make it available to others to do so. Other interested users are required to apply to McLean for an End-User License in order to use BASIS-32[®]. Licensee will ensure that McLean’s copyright notice and any other notices included by McLean appear on all copies of BASIS-32[®] that Licensee reproduces or distributes in any form or medium, subject to the restrictions in this End-User License Agreement. Except as expressly licensed to Licensee in this End-User License Agreement, McLean retains all rights in BASIS-32[®], including but not limited to, all rights under copyright and trademark laws, and no other right or license is granted to Licensee. Without limiting the foregoing, Licensee agrees that it shall not sublicense the BASIS-32[®], nor adapt, translate or otherwise modify the content or phrasing of BASIS-32[®] in any manner.

Payment: Licensee agrees to pay to McLean an End-User License fee according to the BASIS-32[®] End-User License Fee Schedule appended to this License and incorporated by reference, which shall be due on the Effective Date, as defined below. The Licensee agrees to provide McLean with the Organization Name, Address, Date and other requested registration information of BASIS-32[®] implementation and a full and accurate accounting of the unique geographic location/address of Licensee’s site(s) where the BASIS-32[®] is administered by Licensee for the Permitted Purpose during the Term. Licensee agrees to keep accurate books and records sufficient to enable McLean to verify the fees due, and to make them available to McLean at Licensee’s principal place of business at reasonable times for two (2) years following the end of the license year to which they pertain. Licensee may not charge its patients for the administration of the BASIS-32[®]. This payment obligation shall survive any termination of this End-User License Agreement.

Term: This End-User License Agreement shall take effect upon its execution by both parties as determined by the later execution date (the “Effective Date”), and shall expire one year hence (the “Term”). The Licensee can elect to extend the Term for an additional year by sending McLean another BASIS-32[®] End-User License fee, which must be received by McLean within thirty (30) days following the end of the Licensee’s current Term. The Licensee may continue to renew for the same fee unless McLean gives the Licensee at least thirty (30) days written notice that the fee is being increased or decreased or that renewal will not be accepted. In addition, if Licensee has breached this End-User License Agreement, McLean may terminate this Agreement at any time if Licensee has failed to cure that breach within thirty (30) days after McLean provides Licensee with written notice of the breach. Notice shall be given when mailed to receiving party at the address specified below, unless that party has earlier notified the delivering party of a change of its address. Upon termination, Licensee agrees to immediately destroy all unused copies of BASIS-32[®].

Limitation on Liability: The BASIS-32[®] is a patient self-report rating scale of symptom and problem difficulty, used primarily to assess outcomes of treatment. It is designed to be given by a qualified healthcare provider (clinician, nurse or mental health worker) at the beginning of a treatment episode to serve as a baseline assessment of the patient’s perspective of his/her own symptoms and problems. BASIS-32[®] can then be given by a qualified healthcare professional at discharge or at a time point during treatment to assess improvement in symptom and problem difficulty from the patient’s perspective. Improvement is ascertained by comparing scores at intake with scores at discharge or a later time point. Decreases in symptom difficulty are one measure that may indicate some improvement. BASIS-32[®] is not a clinical assessment tool and it is not designed to replace a clinical evaluation; accordingly, a provider should fully evaluate any patient before relying on survey results to make diagnostic or treatment-related decisions. BASIS-32[®] is one measure of how patients perceive their own symptoms and problems and may be used together with other measures to identify goals for treatment based on patients’ symptom and problem identification. BASIS-32[®] does not recommend treatment, nor does it make a diagnosis. The information contained and generated in these materials is not intended nor implied to be a substitute for

BASIS-32[®] END-USER LICENSE

medical diagnosis or treatment or for professional medical advice. IN NO EVENT SHALL MCLEAN BE LIABLE TO LICENSEE, OR ANY PATIENT OF LICENSEE OR ANY OTHER THIRD PARTY FOR ANY DAMAGES ARISING OUT OF LICENSEE'S USE OF THE BASIS-32[®] INCLUDING WITHOUT LIMITATION CONSEQUENTIAL, INCIDENTAL, INDIRECT DAMAGES, EVEN IF THE MCLEAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Disclaimer of Warranty: BASIS-32[®] is provided to Licensee on an "as is" basis. McLean makes no representations regarding its validity, reliability or other characteristics. MCLEAN DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Licensee releases McLean, its trustees, appointees, employees and agents from any liability in connection with the use of BASIS-32[®] or any derivative thereof by Licensee, and Licensee agrees to defend and indemnify McLean and its trustees, appointees, employees and agents from any and all claims and damages in any way arising from the use of BASIS-32[®] by Licensee or by any other individual or entity obtaining it from Licensee.

Restrictions on Use of Name: Licensee will not take any action that would destroy or diminish McLean's rights in the BASIS-32[®] trademark, nor use the BASIS-32[®] trademark or any mark or name confusingly similar thereto, for any purpose not authorized in writing by McLean. Licensee will cooperate with McLean in preserving the goodwill in the BASIS-32[®] trademark. Licensee will not use the name or logo of McLean or of any employee or staff member of McLean in any advertising, promotional material or publicity without the prior written approval of the party or person whose name or logo is to be used.

Governing Law: This End-User License Agreement shall be interpreted according to the substantive laws of Massachusetts, regardless of the choice of law rules of any jurisdiction, and Licensee agrees to submit to the jurisdiction of Massachusetts courts.

If Licensee agrees with the terms in this End-User License Agreement, Licensee shall have this BASIS-32[®] End-User License Agreement signed by an authorized individual from the Licensee's organization. Please include payment (check) with the signed application. Make all checks payable to The McLean Hospital Corporation. When approved by McLean, an executed copy of this End-User License Agreement will be mailed back to the Licensee.

ACCEPTED AND AGREED:

THE MCLEAN HOSPITAL CORPORATION

LICENSEE

Signature

Name of Organization

Michele Gougeon

Name

Signature of Duly Authorized Representative

Executive Vice President / Chief Operating Officer

Title

Name

Date

Title

Date

See website www.ebasis.org for complete application information.

Questions may be sent to basisadmin@mclean.harvard.edu or call 617-855-2424.

Mailing address: McLean Hospital
Attn: BASIS Plus
115 Mill Street
Belmont, MA 02478-9106