

RESPECTING CHOICES SUBSCRIPTION AGREEMENT

Making Choices® Materials and Decision Aid Materials

Respecting Choices®, a program of WiserCare Inc., owns or has an exclusive license to Making Choices® Materials and Decision Aid Materials. Licensee, identified in the signature block below, wishes to use certain Materials. The Effective Date of this Agreement is the date of the last signature. The parties agree as follows:

1. **Materials.** For purposes of the Agreement, “Materials” refers to those Making Choices® Materials and Decision Aid Materials specified on Exhibit A, including all modified versions Respecting Choices makes pursuant to Section 2. Respecting Choices will provide Licensee with updates or new releases to Materials as they become available during the Term.
2. **Customize/Co-Branding of Materials.** At Licensee’s request, Respecting Choices will modify or permit Licensee to modify the Materials as follows:
 - a. *Making Choices® Materials.* (i) permit Licensee to translate into another language at its own expense, (ii) place of Licensee’s name and logo prominently on the Materials (“Co-brand”), or (iii) other modifications requested by Licensee and approved by Respecting Choices. Licensee assigns to Respecting Choices the copyright in all modifications it makes to the Materials.
 - b. *Decision Aid Materials.* Co-brand with placement of Licensee’s name and logo prominently on the Materials.
 - c. *Review of Customization and Digital Access.* Respecting Choices will make the modified version of the Materials available for Licensee’s review. Once approved by Licensee, Respecting Choices will make the Materials available in digital format for Licensee to download and use pursuant to the license restrictions stated below.
 - d. *Licensee Name and Logo.* Licensee grants Respecting Choices a limited license to use Licensee’s name and logo solely to place on the Materials. All goodwill related to the use of the Licensee’s name or logo on the Materials accrues to the benefit of Licensee.
3. **Grant of License.** Respecting Choices grants Licensee a limited term, non-exclusive, non-transferable license to the Materials designated on Exhibit A:
 - a. *Decision Aid Materials.* Intended for patients with serious illness. To reproduce and distribute either in hard-copy form to patients receiving health care from providers/clinicians employed by or under contract with Licensee. There is no limit on the number of copies Licensee may make or distribute so long as such use complies with the other terms and conditions of this Agreement. Licensee may not display or make available the Decision Aid Materials on Licensee’s Website.
 - b. *Making Choices® Materials.* Intended for public education. (i) To reproduce and distribute in hard-copy form to patients receiving health care from providers employed by or under contract with Licensee. There is no limit on the number of copies Licensee may make or distribute so long as such use complies with the other terms and conditions of this Agreement, and (ii) to display as a locked pdf (unable to copy, distribute, modify) on Licensee’s website, provided a link to Respecting Choices’ website is adjacent to such display.
 - c. Licensee may not alter or remove any the copyright notices or proprietary legends on any Materials i.e. © Copyright 2008-2023. GLMF, Inc. All rights reserved.
 - d. Respecting Choices reserves all rights in the Materials not granted in this Agreement.
4. **Term and Termination.** This Agreement begins on the Effective Date and continues for one year. It will automatically renew for successive one (1) year periods unless either party provides notice of nonrenewal at least sixty (60) days prior to expiration of the initial term or any successive renewal term (collectively the “Term”).

- a. This Agreement may be terminated by Respecting Choices for Licensee's material breach which is not cured within thirty days of written notice of such breach.
 - b. Upon termination of this Agreement for any reason, Licensee will immediately cease all use of the Materials, and may no longer distribute or copy the Materials.
5. **Fees.** Licensee will pay Respecting Choices the Fees listed in Exhibit A, due as of the Effective Date or the anniversary thereof for any renewal period.
- a. The Fees are based on the population age 60 and older in Licensee's region as determined by the most recent US Census Report.
 - b. Respecting Choices may change the Fees for any renewal period, provided it gives Licensee 90 days' prior written notice.
6. **Disclaimer of Warranties, Limitation of Liability.** Licensee acknowledges that Respecting Choices makes no representation or warranty, express or implied, including without limitation of any warranties of merchantability or fitness for a particular purpose. RESPECTING CHOICES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF LICENSEE'S USE OF THE MATERIALS. Respecting Choices entire liability for any claim arising out of this Agreement (including attorney's fees) will not exceed the amount in fees Licensee paid for the twelve months prior to the claim.
7. **Entire Agreement.** This Agreement represented the entire understanding of the parties with respect to the subject matter herein. It may only be amended in a writing signed by both parties.
8. **Choice of Law; Venue.** This Agreement is governed by the laws of the State of California.

Understood and agreed, this Agreement is executed as of the last date ("Effective Date") listed below.

Respecting Choices®, a program of WiserCare Inc.

By: Kathleen S. Ziemba
Signature

Kathleen Ziemba, MSW
Printed Name

Senior Director of Respecting Choices
Title

Date

LICENSEE:

Legal Name of Organization

By: _____
Signature

☐ **By checking this box, I attest that my printed name serves as my signature.**

Title

Date

Exhibit A: Population-Based License

Fees for Making Choices Materials and Decision Aid Materials are based on the population age 60 and older in Licensee's region as determined by the most recent US Census Report. These regions are defined by counties served by the organization/entity.

To determine population age 60 and older in the counties your organization serves, use [US Census Report S0101 5-year estimate](#). Click the link to view this report. On this page click the 'filter' button. When the filter pops up, select Geography > County > Select your state(s) > then select specific counties. Finally, hide the filter and scroll down to "Selected Age Category 60 years and over" to view data.

List all counties served: _____

List total population age 60 and older in all the counties served: _____

Material Selection, Fees and Payment Terms, and Print Specifications

Material Selection

The "Bulk Licensing of Materials" table below is used when interest is purchasing license for:

- 1) All Making Choices Materials only, OR
- 2) All Decision Aid Materials only, OR
- 3) All Making Choices Materials AND all Decision Aid Materials.

All purchases include both English and Spanish versions. For purchasing materials individually, see "Individual Purchase of Materials" table on next page.

Locate your population in left column and follow row to applicable column for desired materials to purchase. **Designate selection by checking ONLY ONE BOX in this table.**

Bulk Licensing of Materials (all materials include discount prices)			
Population 60 years of age and older	<u>ALL</u> Making Choices Materials English & Spanish = 18 Customizable	<u>ALL</u> Decision Aid Materials English & Spanish = 6 Co-branded	<u>ALL</u> Making Choices Materials AND Decision Aid Materials English & Spanish = 24 Customizable/Co-branded
<150,000	<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$400	<input type="checkbox"/> \$1,260
150,000 - 249,999	<input type="checkbox"/> \$2,000	<input type="checkbox"/> \$800	<input type="checkbox"/> \$2,520
250,000 - 349,999	<input type="checkbox"/> \$3,000	<input type="checkbox"/> \$1,200	<input type="checkbox"/> \$3,780
350,000 - 449,999	<input type="checkbox"/> \$4,000	<input type="checkbox"/> \$1,600	<input type="checkbox"/> \$5,040
450,000 - 549,999	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$2,000	<input type="checkbox"/> \$6,300
550,000 - 649,999	<input type="checkbox"/> \$6,000	<input type="checkbox"/> \$2,400	<input type="checkbox"/> \$7,560
650,000 - 749,999	<input type="checkbox"/> \$7,000	<input type="checkbox"/> \$2,800	<input type="checkbox"/> \$8,820
750,000 - 849,999	<input type="checkbox"/> \$8,000	<input type="checkbox"/> \$3,200	<input type="checkbox"/> \$10,080
850,000 - 949,999	<input type="checkbox"/> \$9,000	<input type="checkbox"/> \$3,600	<input type="checkbox"/> \$11,340
>950,000	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$4,000	<input type="checkbox"/> \$12,600
Bulk licensing fee for your selected population: _____			

Individual Purchase of Materials		
Select number per 100,000 population (Example: Up to 100,000, choose 1; Up to 200,000, choose 2; etc.):		
Customize (check desired pieces)	Making Choices Materials Purchasing Individual Pieces	Customize Price (per 100,000 of population age 60 and older)
<input type="checkbox"/>	Wallet Card (English and Spanish)	\$150
<input type="checkbox"/>	Planning Guide (English and Spanish)	\$250
<input type="checkbox"/>	Information about ACP (English and Spanish)	\$250
<input type="checkbox"/>	Information for Healthcare Agent (English and Spanish)	\$250
<input type="checkbox"/>	CPR Facts Sheet (English and Spanish)	\$250
<input type="checkbox"/>	RETIRED: Long-Term Tube Feeding Facts Sheet (English and Spanish)	
<input type="checkbox"/>	RETIRED: Breathing Support Facts Sheet (English and Spanish)	
<input type="checkbox"/>	Information Booklet (English and Spanish)	\$110
<input type="checkbox"/>	Poster, (English)	\$70
<input type="checkbox"/>	Poster, (Spanish)	\$70
	Poster states: "We can't respect your choices for future medical care unless we know what they are."	
Co-brand (check desired pieces)	Decision Aid Materials Purchasing Individual Pieces	Co-brand Price (per 100,000 of population age 60 and older)
<input type="checkbox"/>	CPR (English and Spanish)	\$200
<input type="checkbox"/>	Help with Breathing (English and Spanish)	\$200
<input type="checkbox"/>	Long-Term Tube Feeding (English and Spanish)	\$200
Individual purchase fee for your selected population: _____		

Fees and Payment Terms

Total Fee is: _____

All Fees due on Effective Date or anniversary of this date. Respecting Choices will automatically renew the subscription for the Materials on the renewal date and issue an invoice for payment due upon receipt.

Contact information for invoicing:

Name/department: _____

Email address: _____

Does your organization require a purchase order for this type of agreement? ☐ Yes ☐ No

If yes, please provide Purchase Order #: _____

To expedite access to your final materials, payment may be made by credit card. **Call Respecting Choices at (608) 473-1025 to process.** Contact information is required whether paying by PO# or credit card as an invoice will still be generated and emailed.

Email completed agreement to: info@respectingchoices.org with "New Materials Subscription Agreement" as subject line. Upon execution and return of agreement, Respecting Choices will contact you to coordinate delivery of materials for customization and/or co-branding.

Decision Aids Print Specifications

The nationally certified decision aids may be co-branded only, not customized. Print specifications are:

- Letter-size (8½" x 11") paper
- Portrait orientation
- Two-sided (head-to-head), if possible
- 70# Cougar white paper or comparable/better (to avoid content showing through), if possible
- Four-color process (colors used: black, Blue PMS 294, Violet PMS 668, Green PMS 328), if possible
- No bleeds