

## Appendix F

### END USER LICENSE AGREEMENT

This End User License Agreement (“EULA”) is made this \_\_\_\_\_ by the undersigned provider (“ELIGIBLE PROVIDER”) with the American Society of Addiction Medicine (“LICENSOR”) with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> (“LICENSEE”) with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement (“Agreement”) on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER’s public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR’s review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.

5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

**ELIGIBLE PROVIDER**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

National Provider Identifier: \_\_\_\_\_

Date: \_\_\_\_\_