Terms of Use for the Care Predictor assessment questionnaire

- Licensees, their employees, contractors, agents, representatives, or other end users, or any third party, using or relying on the CPI, the CPI assessment questionnaire, or the Scores, reports, or other data derived from the CPI or the CPI assessment questionnaire, <u>should not rely on the CPI assessment</u> <u>questionnaire</u> as a substantial reason, or as the sole reason, for any hiring, termination, developmental, promotional, or any other employment decisions.
- Licensees, their employees, contractors, agents, representatives, or other end users, or any third party, that use the CPI, the CPI assessment questionnaire, or the Scores, reports, or other data derived from the CPI or the CPI assessment questionnaire, <u>acknowledge and agree to accept all responsibility and liability</u> for any harm incurred by or arising from Licensees, their employees, contractors, agents, representatives, or other end users, or any third party, use or reliance on the CPI, the CPI assessment questionnaire, or the Scores, reports, or other data derived from the CPI or the CPI assessment questionnaire as a substantial reason, or as the sole reason, for any hiring, termination, developmental, promotional, or any other employment decisions.
- Licensees, their employees, contractors, agents, representatives, or other end users, or any third party, that use the CPI, the CPI assessment questionnaire, or the Scores, reports, or other data derived from the CPI or the CPI assessment questionnaire, <u>acknowledge and agree that the CPI, the CPI assessment</u> <u>questionnaire, or the Scores, reports, or other data derived from the CPI or the CPI assessment questionnaire, are intended for informational purposes</u> and nothing contained therein is intended to replace any Licensees, their employees, contractors, agents, representatives, or other end users, or any third party's independent judgment.
- Licensees, their employees, contractors, agents, representatives, or other end users, or any third party, that use the CPI, the CPI assessment questionnaire, or the Scores, reports, or other data derived from the CPI or the CPI assessment questionnaire, <u>acknowledge and agree not to bring, file, or participate in any</u> <u>claim, suit, or complaint against Licensor</u> as a result of any hiring, termination, developmental, promotional, or any other employment decision made using the licensed product.
- Licensor does not assume any responsibility or liability for the assessments used or relied upon by Licensees, their employees, contractors, agents, representatives, other end users, or any third party, the assessment data input or provided by Licensees, their employees, contractors, agents, representatives, other end users, or any third party using or relying the CPI, the CPI assessment questionnaire, or the Scores, reports, or other data derived from the CPI or the CPI assessment questionnaire.

Licensor does not assume any responsibility or liability for any damages arising out of Licensees, their employees, contractors, agents, representatives, other end users, or any third party's use of, or reliance on, the information contained in the CPI, the CPI assessment questionnaire, or the Scores, reports, or other data derived from the CPI or the CPI assessment questionnaire, or for any responsibility or liability for damages arising out of any hiring, termination, developmental, promotional, or any other employment decisions made by Licensees, their employees, contractors, agents, representatives, other end users, or any third party directly or indirectly utilizing the CPI, the CPI assessment questionnaire, or the Scores, reports, or other data derived from the CPI or the CPI assessment questionnaire.