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FOR NON-COMMERCIAL USES

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LICENSE AGREEMENT

This Agreement (the “Agreement”) is made by and between American Speech-Language-Hearing Association (“ASHA”), with an address at 2200 Research Boulevard Rockville, MD, and you, the person or entity accessing, downloading, or using the Consensus Auditory-Perceptual Evaluation of Voice tool (the tool referred to as the “CAPE-V” and the person or entity referred to as “Licensee”) and is effective as of the date you access the CAPE-V.

WHEREAS, ASHA has developed the CAPE-V, a tool for clinical auditory-perceptual assessment of voice, which is intended to describe the severity of auditory-perceptual attributes of a voice problem and to contribute to hypotheses regarding the anatomic and physiological bases of voice problems;

WHEREAS, ASHA would like the CAPE-V to be used to encourage a more consistent approach and more research in the perceptual evaluation of voice disorders;

WHEREAS, Licensee desires to use the CAPE-V for non-commercial uses and ASHA desires to license such use;

NOW THEREFORE, for the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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8. **Indemnification.** Licensee agrees to hold harmless, defend, and indemnify ASHA and ASHA’s past, present and future affiliates, officers, directors, shareholders, managers, members, agents, attorneys, consultants, and employees against any claims, demands, fines, losses, costs, expenses (including, but not limited to, reasonable attorneys’ fees, costs of investigation, settlement costs, and interest), liabilities, and damages arising directly or indirectly from, as a result of, or in connection with Licensee’s breach of this Agreement or Licensee’s use, reproduction, distribution, performance, display, or modification of the CAPE-V, any modified version of the CAPE-V, or any element added to, deleted from, or used in connection with the CAPE-V. With respect to any such threatened or actual litigation, proceeding, or dispute, ASHA will have the right, but not the obligation, to: (i) choose defense
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10. **Default and Termination.** The license granted in Section 1 of this Agreement is conditioned on Licensee’s full compliance with the terms of this Agreement. Should Licensee default under or violate any provision of this Agreement, the license granted in Section 1 shall immediately terminate, and ASHA may sue for copyright infringement in addition to any other claims ASHA may have against Licensee.

11. **Upon Termination.** Upon the termination of this Agreement, Licensee must immediately cease using the CAPE-V and must destroy or return to ASHA all copies and reproductions of the CAPE-V in Licensee’s possession or control, within thirty (30) days of receipt of written notice from ASHA.

12. **Irreparable Harm.** The parties hereby acknowledge that the Agreement contains essential obligations of or restrictions on Licensee, that Licensee’s default under or violation of any of those provisions will result in material and irreparable harm to ASHA and that it would be difficult or impossible to establish the full monetary value of such harm, and therefore, without limiting any other rights under the Agreement, ASHA may obtain injunctive relief, including but not limited to specific performance to enforce its rights.

13. **No Waiver.** No failure to exercise and no delay in exercising any right hereunder will operate as a waiver thereof, nor will any failure to exercise, or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

14. **Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to its conflicts of laws rules. In any legal action relating to or arising from this Agreement, the parties irrevocably consent and submit to the exclusive venue and jurisdiction of the United States District Court of Maryland, or if the District Court does not possess subject matter jurisdiction, then to the jurisdiction of the state courts in Montgomery County, Maryland; and waive any and all right to object to jurisdiction and venue in those courts, or to seek transfer of any such action away from those courts.

15. **Severability.** If any condition or provision of this Agreement is held invalid, void, or unenforceable by any court of competent jurisdiction, it shall be given its nearest legal
meaning. The remainder of the Agreement shall not be affected, and each condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. **Entire Agreement.** This Agreement expresses the entire and final agreement and understanding between the parties relating to the subject matter of this Agreement. Any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force or effect. The terms of this Agreement may only be modified by a written agreement signed by both parties.

[END OF AGREEMENT]