



## Titanium Software, Inc.

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## Instructions for the DSM-5 Addendum to the Titanium Software License Agreement

You only need to sign and return this addendum if you are licensing the optional DSM-5 codes. All terms and conditions in the Titanium Software License Agreement apply to this Addendum.

### Why do we require this Addendum?

As part of Titanium's agreement with the American Psychiatric Association to incorporate parts of the DSM-5 in our software, they require us to have our customers sign an agreement with this additional language to help protect the copyright on the DSM-5.

### Name of licensee:

The large underlined spot at the top of the agreement is where you enter the name of your school/company. That name will also go in the "Licensee" field in the signature block at the end of the agreement.

### Signatures:

The Titanium Software License Agreement should be signed by an authorized representative of your school/company. Usually this is someone from the purchasing department or an officer of the school/company like the VP of Student Affairs. Please note that not all employees of a school/company have the legal authority to sign this legally binding license agreement.

### Returning the agreement:

The license can be returned by: (This cover paged does not need to be returned.)

- A scanned attachment to an email sent to [License@TitaniumSoftware.com](mailto:License@TitaniumSoftware.com)
- A fax to 281-310-6574
- Regular mail to:  
Titanium Software, Inc.  
P.O. Box 980788  
Houston, TX 77098

### If you have questions about this agreement, please direct them to:

Rebecca Dodds

[Rebecca@TitaniumSoftware.com](mailto:Rebecca@TitaniumSoftware.com)

281-443-3544 Ext 607

## **Addendum to the Titanium Schedule Software License Agreement User Agreement for the DSM-5 Licensed Materials**

This License Agreement (the "Agreement") is between **Titanium Software, Inc.** ("LICENSOR") and \_\_\_\_\_ ("LICENSEE").

### **1. DEFINITIONS.**

**APA** - American Psychiatric Association

**DSM-5 License Material** - DSM-5 Classification (Codes and Disorder Names Only)

**SOFTWARE** – The Titanium Schedule software package that includes the DSM-5 Licensed Material.

**USER** - A named individual who (a) accesses, uses, or manipulates DSM-5 contained in the PRODUCT; or (b) accesses, uses, or manipulates the PRODUCT to produce or enable an output (data, reports, or the like) that could not have been created without DSM-5 embedded in the PRODUCT even though DSM-5 may not be visible or directly accessible.

### **2. GRANT OF LICENSE.**

This Addendum grants the LICENSEE a nontransferable, nonexclusive right to use the DSM-5 codes and descriptions in the SOFTWARE. The DSM-5 License is issued for one (1) consecutive twelve (12) month period. After that time, the License may be extended by mutual agreement of the parties.

### **3. LICENSING FEES.**

LICENSEE shall pay to LICENSOR annual licensing fees of \$20 per USER.

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### **5. COPYRIGHT AND NOTICES.**

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Moreover, LICENSOR is not responsible or liable to LICENSEE or any third party for any advice, course of treatment or diagnosis provided by a physician or other health care professional. LICENSOR neither recommends nor endorses any specific tests, products, procedures, opinions or other information that may be recommended to a reader or user by a health care professional.

**8. TERMINATION.**

LICENSOR shall have the right to immediately terminate this Agreement by providing written notice of such termination to LICENSEE in the event that LICENSEE fails to abide by any of the terms and conditions of this Agreement or the Software License Agreement for Titanium Schedule.

LICENSEE shall have the right to terminate this Agreement with thirty (30) days of notice by sending LICENSOR a letter stating that LICENSEE is terminating this Agreement and specifying the date LICENSEE will stop using the DSM-5.

Termination of this Agreement will result in the DSM-5 feature in the SOFTWARE being disabled. Previously entered DSM-5 information will still be visible.

**9. SEVERABILITY.**

If a term or condition of this Agreement is found by a court or administrative agency to be unenforceable, the remaining terms and conditions will remain in full force and effect.

Licensee: \_\_\_\_\_

Licensor: Titanium Software, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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