

AMERICAN BURN ASSOCIATION
ADDENDUM TO LICENSE AGREEMENT

THIS ADDENDUM TO THE LICENSE AGREEMENT (this “Addendum”) is executed and effective as of [____], 2023 (the “Addendum Effective Date”), by and between the American Burn Association, an Illinois not-for-profit (the “ABA”), and [____], a [____] (the “Burn Data Contributor”, and, together with ABA, the “Parties” and, each individually, a “Party”).

RECITALS

WHEREAS, ABA and Burn Data Contributor are party to that certain License Agreement, dated as of [____] and in some instances additional Addendums to the License Agreement (the “License Agreement”), and each of the Parties have agreed to amend the License Agreement in certain respects, subject to the terms and conditions contained herein. Unless otherwise defined herein, capitalized terms used herein have the meanings ascribed to such terms in the License Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein and in the License Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

The License Agreement is amended as follows:

Section 6 is deleted in its entirety and replaced with the following:

6. Term and Termination. Subject to the following limitations, the term of this Agreement commences as of the Effective Date and continues until December 31, 2023. Thereafter, the Agreement will automatically renew for one (1) year terms or each anniversary of the Effective Date unless terminated as set forth in this Agreement. In the event the that the Burn Data Contributor chooses to terminate participation, the Burn Data Center must notify the ABA, in writing, at least 30 days prior to the contract renewing for another year. In the event that the Burn Data Contributor fails to pay any applicable Participation Fee or fails to comply with any other provisions of this Agreement, the ABA may terminate the Burn Data Contributor’s rights under this Agreement by written notice to that effect to the Burn Data Contributor. In the event BData for whatever reason ceases to maintain the Burn Care Quality Platform or terminates its Master Services Agreement with the ABA, all use of the Burn Care Quality Platform by the Burn Data Contributor shall be discontinued. A termination of the ABA’s rights under its Master Services Agreement with BData shall not terminate any of the ABA’s or BData’s rights under this Agreement, including its right to enforce any of its rights hereunder.

This Addendum may be executed in multiple counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

IN WITNESS WHEREOF, Burn Data Contributor and ABA have executed this Agreement as of the date above.

BURN DATA CONTRIBUTOR

By: _____

Title: _____

Signature: _____

ABA

AMERICAN BURN ASSOCIATION

By: _____

Title: _____

Signature: _____