



## Immunization Information Systems (IIS) Address Cleansing Partner Agreement

This Partner Agreement (this “**Agreement**”) is dated \_\_\_\_\_ (the “**Effective Date**”) and is between American Immunization Registry Association, a Delaware nonprofit corporation (“**AIRA**”) located at 1717 Pennsylvania Avenue NW, Suite 1025, Washington, DC 20006, and the following party (the “**IIS Program**”):

IIS Program Name: \_\_\_\_\_

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

AIRA and the IIS Program may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

- A. AIRA is a nonprofit that promotes the use of immunization information to ensure healthy communities through the development and implementation of immunization information systems (each, an “**IIS**”).
- B. In connection with AIRA’s mission, AIRA has purchased a private label license to use and sublicense Smarty, an address cleansing and geocoding service.
- C. The IIS Program desires to obtain a sublicense to use Smarty from AIRA in connection with its IIS and AIRA agrees to provide such sublicense, subject to the terms and conditions of this Agreement.

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

### 1. **Sublicense.**

(a) **Access.** Subject to terms and conditions of this Agreement, AIRA hereby grants the IIS Program, at no additional charge or fee, a non-exclusive, non-sublicensable, and non-transferable sublicense during the Term to use Smarty solely in connection with the IIS Program’s IIS.

(b) **Use Restrictions.** The IIS Program shall not use Smarty for any purposes beyond the scope of the sublicense granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement,



the IIS Program shall not at any time, directly or indirectly, violate the Terms of Service. As used in this Agreement, the term “**Terms of Service**” means the excerpted Smarty’s terms of service relating to the use of the Smarty attached hereto and incorporated herein as Exhibit A.

(c) **Reservation of Rights.** AIRA reserves all rights not expressly granted to the IIS Program in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to the IIS Program or any third party any intellectual property rights or other right, title, or interest in or to Smarty.

(d) **Access Token.** AIRA shall deliver to the IIS Program a unique access token. The access token for Smarty may be used only for the IIS Program’s own address cleaning and geocoding purposes and shall not be shared for use by any other public health programs or third parties unrelated to the IIS Program’s IIS. The IIS Program is not permitted to sell, transfer, lease, sublicense, or otherwise convey its access token.

## 2. **IIS Program Responsibilities.**

(a) As used in this Agreement, the term “**Authorized User**” means an employee or contractor of the IIS Program who the IIS Program permits to access and use Smarty pursuant to the IIS Program’s sublicense hereunder. The IIS Program is responsible for all uses of Smarty resulting from access provided to the IIS Program by AIRA. Without limiting the generality of the foregoing, the IIS Program is responsible for all acts and omissions of Authorized Users within the IIS Program, and any act or omission by an Authorized User that would constitute a breach of this Agreement or the Terms of Service. The IIS Program shall take reasonable efforts to make all Authorized Users aware of this Agreement’s provisions as applicable to such Authorized User’s use of Smarty and shall cause Authorized Users to comply with such provisions.

(b) By signing this Agreement, the IIS Program acknowledges and agrees that it has established and uses administrative, technical, and physical safeguards in accordance with recognized industry standards and applicable law to protect the privacy and security of its data, and to prevent unauthorized use of or access to it. The IIS Program is solely responsible for compliance with applicable laws concerning privacy and data security within its own jurisdiction.

(c) The IIS Program is solely responsible for the conduct, whether authorized or unauthorized, of employees, vendors, representatives, contractors, agents, or permitted assigns who receive credentials under this Agreement.

(d) The IIS Program agrees to report specified evaluation metrics to AIRA for the purposes of evaluating the impact and success of the service, including how the service is accessed (batch, real-time API, etc.) and the approximate number of records standardized/validated/geocoded. All requested data will be in aggregate only; no data will be requested at the individual address level.

3. **Support.** This Agreement does not entitle the IIS Program to any support for Smarty. Should an IIS Program inadvertently send patient identifiers or protected data to Smarty, the IIS Program is advised to contact Smarty to remove the information from the Smarty database. The IIS Program shall be responsible for the fees charged in connection with such removal.

4. **Term and Termination.** The term of this Agreement begins on the Effective Date and will continue until (i) either party terminates this Agreement or (ii) AIRA terminates its use of the Smarty service, which AIRA may do without notice to the IIS Program and in its absolute discretion. A Party may terminate this Agreement without cause by providing 30 days' written notice to the non-terminating Party. Notwithstanding the foregoing, AIRA may immediately terminate this Agreement if it is determined that the IIS Program is in breach of this Agreement, or if the IIS Program is no longer a member of AIRA.

5. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by

the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) **Assignment.** The IIS Program may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of AIRA. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

(f) **IIS Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

*The remainder of this page is intentionally left blank.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**AMERICAN IMMUNIZATION  
REGISTRY ASSOCIATION (AIRA)**

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

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

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

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

General AIRA Email: [info@immregistries.org](mailto:info@immregistries.org)

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

**IIS PROGRAM:**

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

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

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

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

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

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

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

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

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

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

## EXHIBIT A

### Introduction

By accessing the website smarty.com or any other related sites, (herein collectively referred to as the "Site") or requesting services (herein the "Service" or "Services") provided by Smarty, LLC (herein the "Company") you will have access to valuable information, services, and tools to assist you with meeting your objectives. By accessing the Site, the Customer (herein "you" or "your") agrees to these Terms of service (herein "Terms"). The Site, Content (as defined below), and Software (as defined below) are not available to competitors of the Company, and competitors are hereby expressly prohibited from using or accessing the Site, the Software, or the Content. Furthermore, by viewing or entering the Site, you are certifying that you are not a competitor of the Company and that you will not share or otherwise disclose the Site, Software, or Content with a competitor of the Company.

These Terms govern your access to and use of Software from the Company, whether through the Site or otherwise. In the event that you access the Site, your access to the Site, the Software, and the Content are subject to the Terms. In the event of any conflict between the Terms and any separate agreement with the Company, the Terms and conditions of the separate agreement will prevail and govern.

The Company will only knowingly provide its services to parties that can lawfully enter into and form contracts under applicable law. If you are under the age of 18, but at least 13 years of age, you may use the Site, Software, and Content only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. The Site, Software, and Content are not intended for children under the age of 13.

### Copyright

All Content included in this site (such as text, graphics, logos, images, audio clips, and software) is the property of the Company unless otherwise specified. This Content is protected by U.S. and international copyright laws. Any content that is not the express property of the Company is used by permission of the copyright holder. Portions of our software are the property of the United States Postal Service.

Any and all electronic and programmed computer instructions used to provide a service to the customer for good and valuable consideration (herein "Software" and "Service") are the property of the Company and protected by U.S. and international copyright laws. Any reproduction, modification, distribution, transmission, republication, display, or performance of the Content on this site, unless otherwise granted, is strictly prohibited.

## USPS® Disclaimer

The Company is a non-exclusive licensee of the United States Postal Service. The prices of our products and services are neither established, controlled, nor approved by the United States Postal Service. Advertising material is neither endorsed nor approved by the United States Postal Service. Portions of our software are copyrighted by the United States Postal Service. Customers accessing our site acknowledge the USPS right to the licensed materials and licensed marks.

## Private Security Credentials

Any and all secret or private credentials and/or authentication tokens including passwords that you use to access the Site, Software, and Content are personal to you. You should not share or disclose your private authentication information with anyone who you do not trust. Disclosure of your security credentials to any party, including those within your organization, authorizes that party to act as an agent on your behalf. You are responsible for safeguarding your credentials, and you agree not to allow any third party to access and use the Site, Software, and/or Content using your credentials, unless specifically granted herein. The Company recommends creating credentials that cannot be easily guessed. You agree to take sole responsibility for any activities or actions under your credentials, whether or not you have authorized such activities or actions. You will immediately notify the Company and change your credentials if any unauthorized use of your credentials is suspected.

## Your Use of the Software and Content

The Company authorizes you to access and use the Site, Software, and Content subject to these Terms: You agree not to (i) sell, rent, sub-license, or lease access to the Company's products to provide services to third parties without the express written permission of the Company, referred to as a private label license; (ii) reproduce, modify, make derivative works of, publicly perform, publicly display, use, make, have made, sell, offer to sell, or import the Company's products, except as otherwise expressly agreed in writing between you and the Company; (iii) disassemble, decompile, or reverse-engineer the Company's products and/or services or (iv) impersonate any other person or entity, whether actual or fictitious, including impersonating an employee of the Company.

Subject to these Terms, the Company provides the ability to compare information in your address list with official postal data and update the information in your address list as necessary to bring it into compliance with generally accepted postal standards. The

Company will maintain the address data that you submit according to the terms set forth by the service that you elect to use.

Anything that you send to the Company as an email attachment (for technical support or otherwise) is not subject to automatic purging or guaranteed privacy (since most email is sent via insecure channels). The Company retains email correspondence in order to provide you with better support. If you need the attachments purged by us for any legitimate reason, please contact us and request accordingly.

### Data Ownership

You retain all rights to your data. "Your data" is defined as any data that you submit to the Company that is not already publicly available. The Company will utilize your data only for the purposes of fulfilling your request(s). The Company agrees to not disclose your data to any unauthorized third party.

Any of the data that the Service returns as a response to your data submission belongs to you. It may be used as you see fit and is not governed by any part of this contract so long as the data is not sold or redistributed in whole or in part in a competitive manner, whether for profit or not (for example, if you are starting up an address verification service, you cannot use our data).

### Allowed Usage of Software API

Subject to these Terms, the Software may provide you with the ability to compare information in a database, software, or website against official postal data and update the information entered at the point of entry. Except as otherwise provided herein, you agree not to (i) sell, rent, sub-license or lease access to the API to provide services to third parties without the express written permission of the Company, referred to as a private label license; or (ii) disassemble, decompile, or reverse-engineer the Company's products.

### Company Property

All rights, titles, and interests in and to the Software and Content are and will remain the exclusive property of the Company and its licensors.

### External Links

The Company may provide links on the Site to other websites that may or may not be affiliated with, under the control of, or otherwise maintained by the Company. The Company does not control those third parties or their services, and you agree that the Company will



not be liable to you in any way for your use of such services. The Company does not endorse or make any representations or warranties about third party sites or any information, software, or other products or services found there.

### Hyperlinks To The Site

You are granted a limited, nonexclusive right to create a "hypertext" link to the Site provided that such link does not portray the Company or any of its other products or services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time, for any reason, whatsoever. You may not use, frame, or utilize framing techniques to enclose any Company trademark, logo, or trade name or other proprietary information including the images found at the Site, the content of any text or the layout/design of any page, or any form contained on a page without the express written consent of the Company.

### General Prohibitions

You agree not to do any of the following: (i) use any Content, including any personally identifiable information included within the Content, in violation of any rights of any third parties, including such rights arising under any applicable privacy policies or agreements; (ii) use any Content in violation of any applicable law or regulation; (iii) attempt to decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Site, Software, or Content; (iv) attempt to compile through reverse-engineering or any other method a comprehensive list of all USPS addresses; (v) distribute, modify, or copy the Software; (vi) remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels in the Software; The company will have the right to investigate and prosecute violations of any of the above. The Company may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that the Company has no obligation to monitor your access to or use of the Site, Software, or Content, but has the right to do so for the purpose of providing the Site, Software and Content, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body.

### Termination

If you violate any of these Terms, your authorization to use the Site, Software, Content, and your uploaded data will automatically terminate. You agree that fees paid are non-refundable in the event of the termination of your account based on a violation of these Terms.

## Use At Your Own Risk

Your access to and use of the Site, Software, and Content is at your own risk. The Company will have no responsibility for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Site, Software, or Content. While making efforts to the same, the Company does not guarantee the accuracy of the Content.

## Provided "As-Is"

*The site, software, and content are provided "as is", without warranty or condition of any kind, either express or implied. Without limiting the foregoing, the company explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement.*

*While taking measure to ensure reasonable accuracy, security, and availability of the software, the company makes no warranty that the site, software, or content will meet your requirements or be available on an uninterrupted, secure, or error-free basis. The company makes no warranty regarding the accuracy, timeliness, truthfulness, completeness or reliability of any data or information obtained through the site, software or content.*