

UNDERSTANDING FEMALE PELVIC ANATOMY IN 3D END USER LICENSE AGREEMENT AND TERMS OF USE (rev. 9/16/2016)

Introduction: This agreement is quite detailed with lots of legalize. The part most relevant to daily use, the types of permissions granted according to licensing fees paid, is included at the beginning. I have tried to anticipate the wide variety of ways licensees may wish to use this software. If you discover that you want to use the material in a way not described in your current licensing permissions, for example you originally obtained an individual license and now want to start using the Desktop Software Products as an independent instructor, you can simply call me to pay the difference in licensing fees to bring yourself into compliance. If there is some question regarding legitimate use, please check the website for an updated agreement. You may also call or email me to ask about permission to use the Desktop Software Products in ways that have not been anticipated in this document.

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Licensing Permissions: Licensing fees are set according to the type of use anticipated. There are six licensing levels (in addition, there are some special provisions for users in developing countries described under a separate header in this Agreement):

***Mobile device app for personal and private use:** For those licensing the mobile app for either Android or Apple iOS devices, the following three permissions are granted:

1. Installation of the Mobile App up to two devices (such as a mobile phone and a tablet that will not be used simultaneously).
2. Unlimited personal and private use by the licensee.
3. Use of the Mobile App in one-to-one teaching of all the clients in your professional practice during private appointments.

No further permissions will be granted for the Mobile App. Anyone licensing either the Android or Apple iOS mobile app by itself may, at any time, also license the entire suite of Desktop Software Products by contacting 503-255-3378 or by emailing midwiferybooks@gmail.com and paying the fee commiserate with the level of licensing they require.

The remaining license levels below refer to the Desktop Software Products only (not including the Android and Apple mobile applications, the licensing permissions for which are separate and listed above).

***Individual personal and private use:** This license grants the following permissions:

1. Installation of the Desktop Software Product applications on up to four devices (such as a desktop computer, a laptop computer and a tablet that will not be used simultaneously and playing the film included on any device that can do so).
2. Unlimited personal and private use by the licensee
3. Viewing in student study groups with no instructor present (each student should license their own copy of the Desktop Software Products for private study).
4. Use of the Software Products up to twice yearly on a non-regular basis (defined as not more frequently than twice a year for two consecutive years in a row) for teaching CEU- granting or other types of classes that do not lead to a credential.
5. If you are a midwife: you may use the Desktop Software Products in teaching all the clients in your midwifery practice during private visits plus when teaching practice-specific classes (such as childbirth education classes) that you offer to your personal clients.

***Full-time practitioner who is not a midwife:** (such as a yoga instructor or a pelvic floor therapist) who wishes to use the Desktop Software Products when working with clients:

- Includes the first four permissions listed above plus
- Grants non-midwife practitioners of all kinds use with an unlimited number of clients in your practice during private visits as well as for teaching practice-specific classes offered to your personal clients.

***Independent professional educator (midwives and all others):** An independent professional educator is defined as a teacher who is not affiliated with an educational program, other than CEU-granting venues, that will use the Desktop Software Products with paying audiences more than twice yearly on a regular basis (regular use is defined as more than two showings a year for

more than two consecutive years in a row). This licensing level includes use during expertise-specific educational classes (including childbirth preparation) for persons who are not your clients (patients) plus all the permissions associated with the first two licensing levels.

***Institutional rate for non-University-based schools and their libraries, including libraries of small clinics and free-standing birth centers.** This category includes all direct-entry midwifery programs, whether or not they are MEAC accredited, as well as certificate and other types of credential-granting programs of all kinds (including but not limited to such trainings as doula; massage therapist; pelvic floor therapist; childbirth education instructor training; training programs sponsored by professional midwifery associations, etc.), in short, any type of credential-granting program that is not affiliated with a University. This level includes permission to use the Software Products regularly as part of a curriculum (see details in the section below entitled “Use by an educational institution or library”). This level also grants permission to install the Software Products for simultaneous use on up to 5 (five) desktop computers or tablets for use by school faculty. A separate license must be purchased for use in school libraries.

Faculty members should purchase their own license for off-campus use (off-campus use permitted if the instructor can access the installed software on the school computer remotely from their home computer, but they must not install the school's copy on their own computer), independent teaching, for installing the mobile app on a cell phone for their personal use, for use in their private practice and for anything else that falls in the individual-use category.

***Institutional rate, all other categories,** such as university-based programs and their libraries; public libraries; hospital libraries. Includes all the above permissions and restrictions.

Expanding your Desktop Software licensing permissions: If, at any time, you wish to expand your licensing permissions (for example you originally obtained the Desktop Software Products as a student but now wish to use them regularly in teaching), you can bring your licensing permissions into compliance by simply calling the office and paying the difference in the licensing fee.

Here are some additional details about the Software licensing levels and permissions:

Use by an individual licensee in the developed world: Individual licensees are defined as anyone, student or professional, including all types of educators, who wish to use the Software Products only for their own personal and private study. You may download or copy the files to a flash drive or other type of media or storage device if necessary to transfer them to their computer or other compatible device. You may install the Software Products on up to four of your personal computing devices (desktop, laptop, tablet, smartphone) that will not to be used simultaneously by others for viewing the Software Products. You may copy the film to a flash drive or hard drive and view the film on any television or other device that allows such viewing.

When a computing device/storage device/tablet/smartphone is retired, the user should first delete

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Use by student groups: A student group is defined as a gathering of students purely for the purpose of study; there should be no fees involved for participating in the group and no expert teaching the class (that use falls in the next category).

Small groups of students studying independently at a private home or community room such as those offered at a church, bank, public library or other public venue (but not at their school, their school library or another educational institution except as described below) may view the contents of the full suite of Software Products (not the mobile apps) that are licensed to a single individual, as long as the Software Products are not copied to devices other than those owned by the individual licensee. Each student should have their own text and/or their own licensed copy of the Software Products for their private use at home.

Students participating in a study group that takes place at their school or school library should use a copy of the Software Products licensed by the school while meeting in that location.

Independent educator use: Individual licensees who offer independent educational presentations, that is, a presentation not associated with a school or other educational institution, may use their personal Software Products when teaching in venues (including CEU-granting events) such as conferences, workshops and similar offerings, whether free or presented for a fee. Such use shall not exceed twice a year (use exceeding twice yearly that occurs on a regular basis—defined as more than two years in a row--warrants licensing the Software Products as an Independent Professional Educator. Call Matrix Midwifery to report the new use and pay the difference to bring yourself into compliance with this permissions agreement).

The educator should include information about how the text, Healing Passage, and the Software Products can be obtained verbally in their presentation and in writing in any handouts they may provide. If a slide-show presentation is also used, this information could be included on a slide for students to copy down, this slide may be presented at the end of the presentation. The following information should be included on a slide, in a hard-copy or electronic handout, or both (if all these types of media are used):

“UNDERSTANDING FEMALE PELVIC ANATOMY IN 3-D is designed to accompany the 6th edition of the text HEALING PASSAGE: A MIDWIFE'S GUIDE TO THE CARE AND REPAIR OF THE TISSUES INVOLVED IN BIRTH, by Anne Frye. The text and the software may be obtained by visiting the website: www.midwiferybooks.com. For those who are not in

the field of maternity care, a copy of the anatomy portion of the HEALING PASSAGE is included with the Software Products. Licensing fees vary according to the intended use, as explained in detail on the website.”

Independent professional educator: An independent professional educator is defined as a licensee who is not affiliated with a school or university who will use the Desktop Software Products regularly in teaching for free or for a fee more often than twice yearly, whether or not CEUs are granted. These individuals should obtain a license at the independent educator's rate. Apart from the number of teaching engagements, all other permissions and restrictions apply.

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Use by an educational institution or library: Software Product licenses for institutional use grant permission for repeated viewing and use of the Software Products by groups of tuition-paying students or the public, as would be the case for a public library. Educational institutional use includes use by faculty or students at established in-house or at-a-distance training programs of all types that grant some kind of certificate of completion (beyond CEUs). At-a-distance programs may use the Software Products in webinars as they might in a brick-and-mortar classroom but are not permitted to install the Software Products on a server for anytime access by students: students should be directed to obtain individual licenses for their personal, private study.

If the school wishes to allow students access to a copy for anytime-use they must also purchase a library license for that use, as is the case for a brick-and-mortar institution. Library use includes installation or network access to up to 5 (five) computers for use by library patrons. Special permissions and accompanying fees for simultaneous use by more than 5 (five) at-a-distance students at once may be requested in writing at midwiferybooks@gmail.com.

Institutions include but are not limited to any type of formal training program including brick-and-mortar schools, at-a-distance programs and colleges as well as medical libraries, hospital libraries, public libraries and universities. School libraries should purchase a separate license for use by library patrons of all types.

A department within an institution can license a single copy at the institutional price for use by up to 5 (five) faculty members, with the Software Products installed (or networked) and used simultaneously on up to 5 (five) devices owned by the institution. Faculty members will need their own individual license to use the cell phone app. Even if a faculty member has an

individual license to use the Software Products, the school should use a copy licensed at the appropriate institutional level for use in the classroom, seminar, webinar or library setting.

Visiting faculty: The only exception to these rules is when a visiting instructor wishes to use the Software Products in a presentation to be given at an institution where the faculty is unfamiliar with the Software Products. In such cases, the visiting faculty use the Software Products in their presentation, which will allow the students and resident faculty members to view the material. In such cases, the visiting instructor may either use an institutional computer, stream the Software Product from their institution's system or use their own personal copy for teaching: all other rules for use by an independent educator still apply. After that, however, the institution where the presentation took place should license a copy for their continued use and for use by future visiting faculty if they wish to incorporate this material into their program.

Library use of Software Products by patrons: I recommend that a printed copy of the Software Products User's Manual and a printed copy of the Anatomy portion of Healing Passage PDF file included with the Software Products be given to the patron whenever they are using the Software Products. If the library has students with a maternity care clinical focus, a copy of the complete textbook, Healing Passage, can be included or at least recommended for checkout at the library's discretion. Perhaps a copy of the text can be purchased that will always accompany the Software Products.

Because the Software Products include a copyrighted application that must be installed on a computer before it can be used, I highly recommend that the library designate these Software Products as "reference use only" and install the Interactive 3D Anatomy program and the film on up to five library computers, for in-house patron use only. You could also install it on a network and allow up to a maximum of 5 (five) patrons to use it simultaneously, if that is possible in your system.

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Severability: If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

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<http://www.midwiferybooks.com/licensing-agreement---3d-anatomy-software.html>