



### **Vision of the Continua Health Alliance**

The Continua Health Alliance (Continua) is dedicated to establishing an ecosystem of interoperable personal health solutions that empower people and organizations to better manage health and wellness.

### **Order Continua Guidelines**

Information on how to join as a member of Continua may be obtained here: <http://www.continuaalliance.org/about-the-alliance/join.html> If you would like to order a copy of the Continua Guidelines for internal evaluation purposes without becoming a member, please follow the Guidelines Order information below.

1. Print the Single Copy License Agreement form, sign/date and send the original copy to “Continua Administration”
2. Print the Continua Guidelines Order Form, fill out and send along with payment to “Continua Administration”

### **Accepted Forms of Payment:**

- Company Check
  - Checks must be paid in US Dollars
  - Make check payable to Continua Health Alliance
- Wire Transfer
- Credit Card – See credit card authorization form below

### **Processing and Shipping Information:**

- All orders are processed within 5-7 days after receipt of Order Forms and payment. (if the item is in stock and funds are payable in US dollars)
- Include full street address on the order form. No PO boxes, please

### **Please Send Order Forms and Payment to “Continua Administration”**

#### **Mail to:**

Continua Administration  
3855 SW 153rd Drive  
Beaverton, Oregon 97006 USA  
Fax: +1-503-644-6708

If you have any questions, please contact Continua Administration at +1 503-619-0867 or email at [admin@continuaalliance.org](mailto:admin@continuaalliance.org).

**CONTINUA HEALTH ALLIANCE (“Continua”)  
Guidelines (the “Guidelines”)  
Single Copy License (the “License”)**

**Ownership of Guidelines**

The Guidelines are the copyrighted work of Continua and are protected by worldwide copyright laws and treaty provisions. The Guidelines may not be copied, reproduced, modified, published, uploaded, posted, transmitted or distributed in any way, without Continua’s prior written permission. Except as expressly provided in this License, Continua and its members do not grant any express or implied right to you under any patents, copyrights, trademarks or trade secret information.

**Permitted Use**

Upon receipt by Continua of payment for a single copy license to the Guidelines, you are entitled to possess one physical copy of the Guidelines in the form provided to you by Continua, and to make internal, noncommercial use of the Guidelines within your organization. If you are consortia, or other member based organization, your internal use does not allow you to provide copies to your members. This is a license, not a transfer of title, and is subject to restrictions. Specifically, you may not:

- make copies of all or any part of the Guidelines;
- modify the Guidelines or use it for any commercial purpose, or any public display, performance, sale or rental;
- create any derivative works based upon the Guidelines;
- remove any copyright or other proprietary notices from the Guidelines;  
or
- transfer the Guidelines, or any part thereof, to any third party for any purpose.

You agree to prevent any unauthorized copying of the Guidelines.

**Transfer of License**

This license is not transferable without the written consent of Continua, which consent may be withheld at Continua’s sole discretion.

**Disclaimer**

THE GUIDELINES ARE PROVIDED “AS IS” WITH NO WARRANTIES EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, OF LACK OF NEGLIGENCE, INCLUDING IN ANY DESIGN, TESTING, RECOMMENDATION OR CERTIFICATION, OR ON NON-

INFRINGEMENT. CONTINUA MAKES NO REPRESENTATIONS AS TO THE APPROVAL OR ACCEPTABILITY OF ANY DESIGN OR USE BY ANY GOVERNMENTAL OR REGULATORY AGENCY OR BODY. SEEKING, OBTAINING AND MAINTAINING APPROVAL OF ANY DESIGNS, WARNINGS, LABELS, DIRECTIONS OR USES IS THE RESPONSIBILITY OF THE MANUFACTURER AND CONTINUA EXPLICITLY DISCLAIMS ALL LIABILITY RELATED TO THE SAME. IN NO EVENT SHALL CONTINUA BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE ARISING OUT OF CLAIMS OF NEGLIGENCE IN THE DESIGN OR IMPLEMENTATION OF THE GUIDELINES, DAMAGES FOR LOSS OF PROFITS OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OF THE GUIDELINES, EVEN IF CONTINUA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTINUA DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF OR SAFETY OF COMPLIANCE WITH THE GUIDELINES, INCLUDING, WITHOUT LIMITATION, THE TEXT, GRAPHICS OR OTHER ITEMS CONTAINED WITHIN THE GUIDELINES. CONTINUA MAY MAKE CHANGES TO THE GUIDELINES AT ANY TIME WITHOUT NOTICE TO YOU. CONTINUA MAKES NO COMMITMENT TO UPDATE THE GUIDELINES.

### **Trademark Notice**

Nothing contained within this License grants you or promises to grant you any license to make use of any trademarks, service marks, certification marks or logos of Continua (collectively “Continua Marks”), each of which is either registered or pending registration in the United States of America and other jurisdictions.

Without limiting the foregoing, you may not use any Continua Marks in any manner which would infringe upon Continua’s rights in the same, or which would state, imply or lead others to believe that your products or services are compliant with these Guidelines, or endorsed or certified by Continua.

The Continua Marks may only be pursuant to separate license agreements, which licenses are limited to members in good standing of Continua who comply with certain certification and usage guidelines promulgated by Continua.

### **Confidentiality and Nondisclosure**

For purposes of this Agreement, the term “**Confidential Information**” means the Guidelines and any information which is disclosed to you by Continua, whether orally or in writing, or which may be obtained from a review of the Guidelines or other materials if such information is, or any such documents or other materials are, (i) marked or designated, whether orally or in writing, by Continua as confidential, or (ii) whether or not marked or designated by Continua as confidential, known by you to be treated by Continua as confidential. Notwithstanding any other provision in this Agreement to the contrary, the term “**Confidential Information**” does not include any information that you demonstrate (A) is generally available to the public other than as a result of a disclosure by you, (B) was made available to you from a source other than Continua on a nonrestricted and non-confidential basis, provided that you have no reason to believe that such source is bound by a restricted use or nondisclosure agreement with another party or is otherwise prohibited from using or disclosing such information by a contractual or fiduciary obligation, or (C) was independently developed by you without any use of Continua’s.

**Confidentiality Obligations.** For a period of 3 years following the expiration or termination of the term of this Agreement, and subject to the use restrictions stated above, you will keep confidential the Confidential Information and not disclose the Confidential Information to any third party without the specific prior written consent of Continua, provided, however, that you disclose the Confidential Information (i) on a need-to-know basis, to those of your directors, officers, managers, employees, subcontractors, agents, consultants, advisors, members, or other representatives (collectively, “**Representatives**”) who (A) require such Confidential Information for the permitted usage stated above, (B) are informed by you of the confidential nature of such Confidential Information and your obligations Supplier under this Agreement, and (C) who have executed written restricted use nondisclosure agreements with you (which may be general in form), and (ii) in accordance with a judicial or other governmental order, provided that you give Continua prompt notice of such order and comply with any applicable protective order or similar order. You will use all commercially reasonable efforts to enforce the terms of the restricted use nondisclosure agreements between you and your Representatives.

**Injunctive Relief.** You acknowledge and agree that any breach of any of the covenants set forth in this Confidentiality and Nondisclosure provision will cause irreparable harm and loss to Continua and/or its members and that money damages alone would not provide an adequate remedy in such event. Accordingly, you agree that, in addition to any other remedy to which Continua or its members may be entitled, at law or in equity, Continua and/or its members will be entitled to obtain injunctive or other equitable relief to restrain any breach or threatened breach of, or to otherwise specifically enforce, any of the covenants set forth in this Confidentiality and Nondisclosure provision.

#### **Termination of License**

Continua may terminate this license at any time if you are in breach of the terms of this License. Upon termination, you will immediately destroy your copy of the Guidelines (and any other copies of the Guidelines you possess as a result of breach of this License or otherwise).

#### **Choice of Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, without giving effect to any choice of law or conflicting provision or rule (whether of the State of Oregon or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Oregon to apply.

#### **Affirmation of License**

You may indicate your assent to this License and all of its terms by any one or more of the following methods:

- Written acknowledgment.
- Electronic acknowledgment.

The undersigned agrees to all of the above license terms with respect to each document ordered on the accompanying Continua Guidelines Order Form, as an authorized representative of the organization identified on such Order Form.

---

Signature

---

Date

---

Printed Name and Company

# Continua Guidelines Order Form

Item ID.	Title	Unit Price	Quantity
Continua-1008	'Continua Design Guidelines-Version 1.0: June 2009'	\$500.00	
Shipping and handling fees included in unit price. * Payment in U.S. Dollars Required * Do not include sales tax			
<b>Total Amount Due:</b>			

**Ship To:**

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

Organization: \_\_\_\_\_

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

City: \_\_\_\_\_

State/Province: \_\_\_\_\_

Zip/PostalCode: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

**Send Invoice To:**

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

Organization: \_\_\_\_\_

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

City: \_\_\_\_\_

State/Province: \_\_\_\_\_

Zip/PostalCode: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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



**Continua®**  
HEALTH ALLIANCE

**Payment for Continua Design Guidelines**

**CREDIT CARD:**

**Company Information:**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Mail Stop: \_\_\_\_\_  
City: \_\_\_\_\_ State/Province: \_\_\_\_\_  
Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

**Contact Information:**

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Credit Card Information:**

Card Type: (Please Select One)     VISA     MASTERCARD     AMEX  
Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Card Holder Name (As it appears on the card): \_\_\_\_\_

Item ID.	Title	Unit Price	Quantity
Continua-1008	'Continua Design Guidelines- Version 1.0: June 2009'	\$500.00	
Shipping and handling fees included in unit price.			
* Payment in U.S. Dollars Required			
* Do not include sales tax			
<b>Total Amount Due:</b>			

I authorize Continua Health Alliance to charge the full amount listed in the total above to my credit card for payment of the Continua Guidelines.

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