LOCUM TENENS JOB BOARD AGREEMENT

THIS LOCUM TENENS JOB BOARD AGREEMENT (this "Agreement") is entered into effective as of the _____ day of _____, 2023 (the "Effective Date"), by and between _____ ("HOSPITAL"), and Texas Association of Neurological Surgeons, a Texas Domestic Nonprofit Corporation ("TANS").

W I T N E S S E T H

WHEREAS, HOSPITAL from time to time is seeking locum tenens physicians in the specialty of neurological surgery;

WHEREAS, TANS hosts a website for its members who may from time to time be interested in serving as locum tenens physicians; and

WHEREAS, HOSPITAL would like to post available locum tenens positions on TANS' Locum Tenens Job Board ("Job Board") on its website; and

NOW THEREFORE, in consideration of the mutual premises and covenants herein contained, TANS and HOSPITAL hereby agree as follows:

1. SERVICES PROVIDED; RULES OF USE

1.1 Service Details. TANS shall, build, host and manage technical aspects of a Job Board on its Website.

The Job Board will allow website users to post and manage jobs, search for resumes, search for jobs, apply to jobs, and other services related to locum tenens job searching and employer recruiting.

1.2 Service Fees. TANS will collect fees from Hospital for posting its locum tenens jobs on the Job Board.

Hospital agrees to pay TANS a fee of $750 per initial job posting on the Job Board. The full amount for the full month will be due at the time of the original job posting for each job, regardless of when the job is posted during the month. Thereafter, Hospital agrees to pay TANS a monthly fee of $750 on the first of each month that the job continues to be posted on the Job Board.

It is Hospital's responsibility to notify TANS in writing five (5) business days prior to a job's removal from the Job Board. If the fifth (5th) business day falls on the following month, Hospital agrees to pay for the following month.

1.3 **Nonexclusive.** Hospital understands and agrees that TANS will post other hospital and other health care providers' jobs on the Job Board, and that it may promote other hospital and other health care providers' jobs in its Member Newsletter.

1.4 Hospital understands and agrees that TANS makes no endorsement of any members who apply for jobs posted on the job board, and serves solely as a provider of the job board. Hospital understands and agrees that TANS will have no responsibility for facilitating or assisting with any interviews, job related questions or concerns, or any efforts with regards to the employment of any physicians. Hospital agrees and understands that TANS' services are solely limited to providing a Job Board.

1.5 Hospital shall be prohibited from posting any incomplete, false or inaccurate employment information, and shall abide by all local, state, and federal laws with regard to hiring and employment. Hospital shall be prohibited from posting any franchise, pyramid scheme, club membership, distributorship, or sales representative agency arrangement or other opportunity that requires an up front or periodic payment or recruitment of other members, sub distributors or sub agents.

1.6 Hospital shall be prohibited from uploading or distributing any information subject to trademark, copyright, or other proprietary rights except with the express consent of the owner of the rights.

1.7 Posted information will not be treated as confidential.

1.8 TANS reserves the right to remove postings deemed not in the best interests of TANS. In the event of such removal, Hospital will not be charged for the posting.

1.9 TANS will post its Rules of use of Job Board on its Job Board website. The Rules are included in Exhibit A of this Agreement.

2.0 CONFIDENTIALITY

2.1 Hospital will hold in confidence all Confidential Information, including but not limited to, the terms of this Agreement, TANS' administrative functions, data in and TANS' systems.

2.2 TANS' property rights in and to the software technology, including but not limited to any source code, images, photographs, animation, video, audio, music, text and "applets", if any, incorporated into the software and technology, are owned by TANS. TANS retains the rights to all content, code, data, and other materials created by TANS under this Agreement. Hospital agrees and understands that this Agreement provides Hospital with a limited license to access TANS' intellectual property and technology with regards to the Job Board, and that Hospital may not provide any third party with access to TANS' intellectual property or data in its systems, and/or TANS' website support system without TANS' express written consent.

3.0 TERM AND TERMINATION

3.1 Initial Term. The initial Term of this Agreement is one year, commencing on the Effective Date, and automatically renewing for additional one year terms, unless terminated earlier by provision below.

3.2 Termination. The parties agree that this Agreement may be terminated upon any one of the following conditions:

a. In the event that either party believes the other party has materially breached any of the obligations under this Agreement, such party shall notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of the notice to cure the alleged breach and to notify the non-breaching party in writing that the cure of the alleged breach has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice;

b. By either party by giving the other party 60 days' prior written notice;

c. By either party immediately upon giving notice, if the other party ceases doing business, the other party makes a general assignment of a substantial portion of its assets for the benefit of its creditor, or a bona fide bankruptcy, liquidation, receivership or similar proceeding is instituted by or against the other party;

d. At the end of any term, provided that one party provides written notice to the other party at least 30 days prior to the end of the term.

4.0 PUBLICITY

Hospital grants TANS the right to add HOSPITAL's name and company logo to TANS' customer list, website, and marketing materials.

5.0 DISCLAIMERS AND LIMITATION OF LIABILITY

a) Disclaimer of Warranties. TANS AND ITS AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE JOB BOARD FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE JOB BOARD IS PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TANS DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE JOB BOARD INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. TANS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE QUALITY, SAFTY OR LEGALITY OF THE EMPLOYMENT OPPORTUNITIES OR BIOGRAPHICAL INFORMATION

POSTED, THE TRUTHFULNESS OR ACCURACY OF THE LISTINGS, THE OR THE ABIIT OF CANDIDATES TO FILL JOB OPENINGS.

TANS RETAINS THE RIGHT TO MONITOR POSTED INFORMATION AND REMOVE MESSAGES OR MATERIALS THAT IT BELIEVES ARE NOT IN THE BEST INTERESTS OF THE ASSOCIATION.

b) No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

c) Third Party Products. TANS DISCLAIMS ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT TANS USES. TANS' LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

6.0 INDEMNIFICATION

6.1. Hospital's Indemnification. Hospital shall indemnify, defend and hold TANS and its successors and assigns harmless against any claims from any and all liability, claims, demands, loss and damage (including legal fees and court costs) arising out of or connected with any claim or action by a third party which arose directly or indirectly from the posting of a job on the Job Board or which arose directly or indirectly from any employment or independent contractor relationship which arises between a TANS member, physician or third party and the Hospital, and shall promptly reimburse TANS for any loss, cost, expense, or damage to which said indemnity applies.

6.2. Conditions to Indemnification. The foregoing indemnification obligations of Section 6 are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice.

6.3. Definition of "Claims." For purposes of Section 6, "Claims" means losses, actions, liabilities, damages, expenses, expert witness fees, reasonable attorneys' fees, arbitration costs and court costs.

7.0 GENERAL

7.1 Agency. The parties herein agree that they are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture.

7.3 Force Majeure. Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, natural disasters, power outages, technological problems and governmental restrictions.

7.4 Applicable Law. The construction and meaning of the terms and provisions of this Agreement shall be interpreted in accordance with the laws of the state of Texas. The Parties each agree to resolve any claim, dispute, or controversy arising out of, in connection with, or relating to this Agreement first through non-binding mediation. If mediation does not resolve the dispute between the parties, then the parties agree that the venue shall be the state district courts in Travis County, Texas.

7.5 Modifications. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each Party to be bound.

7.6 Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

7.7 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7.8 Contract for Services. This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

7.9 Notices. Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt.

To Hospital: _____

_____

To TANS: Attention: Bobby Hillert
401 W 15th St #820
Austin, TX 78701

7.10 Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

HOSPITAL

By: _____
Name: _____
Title: _____

TANS

_____
BOBBY HILLERT, EXECUTIVE DIRECTOR
TEXAS ASSOCIATION OF NEUROLOGICAL SURGEONS