

Indemnification Clause

As an HCUP database purchaser your responsibilities extend beyond those of a data user. You are required to acknowledge the Indemnification Clause as part of the application process.

Indemnification Clause

The Purchaser otherwise known as the Data Recipient ("Recipient") shall, to the extent permitted by Federal and State law, indemnify and hold National Opinion Research Center ("NORC") and its directors, officers, employees, agents, affiliates and subsidiaries harmless from any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and costs) arising out of any claim arising from any third party regarding Recipient's use, sharing or other disposition of the HCUP Data, as defined below. This includes but is not limited to any or some combination of the several States comprising the United States of America and/or the Government of the United States of America, concerning Recipient's use of the NIS, KID, NASS, NEDS, NRD, SID, SASD, or SEDD data ("HCUP Data") and provided by NORC. Recipient agrees that NORC shall not be liable to Recipient for any reason whatsoever arising out of the HCUP Data or the Recipient's use of the HCUP Data.

The Data Recipient shall, to the extent permitted by Federal and State law, indemnify and hold General Dynamics Information Technology ("GDIT") and its "Parent", its affiliates and their respective officers, directors, employees and agents harmless from any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and costs) arising out of any claim arising from any third parties, including but not limited to any or some combination of the several States comprising the United States of America and/or the Government of the United States of America, concerning Recipient's use of the HCUP Data provided by GDIT. Further, Recipient agrees that GDIT shall not be liable to Recipient's Data.

The Data Recipient shall, to the extent permitted by Federal and State law, indemnify and hold TurningPoint-DSFederal J.V., LLC ("FedPoint") and its directors, officers, employees, agents, affiliates and subsidiaries harmless from any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and costs) arising out of any claim arising from any third party regarding Recipient's use, sharing or other disposition of the HCUP Data, as defined below. This includes but is not limited to any or some combination of the several States comprising the United States of America and/or the Government of the United States of America, concerning Recipient's use of the NIS, KID, NASS, NEDS, NRD, SID, SASD, or SEDD data ("HCUP Data") and provided by FedPoint. Recipient agrees that FedPoint shall not be liable to Recipient for any reason whatsoever arising out of the HCUP Data or the Recipient's use of the HCUP Data.

Name: _____

Signed: _____

Date: _____