

Center for Medical Interoperability

TOGETHER for PPE Participation and
Common Data Usage Agreement

DRAFT

Edition 1.1

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1. Purpose

- a. The Purpose of this document is to provide a legal framework that will enable participants to information related to PPE with other participants using the TOGETHER for PPE platform.

2. Definitions

Authorized User	Any person authorized by a Participant to access, administer, modify, or otherwise TOGETHER for PPE Trust Platform components or data, including Participant PPE Data.
Governing Authority	The organization that defines, operates, and manages participation in the Trust Platform, from both governance and technical perspectives.
Participant	An Organization or other Entity that enters into the Common Data Use Agreement and participates in the Platform Technical Architecture by using or providing one or more Trust Applications or Services.
Participant Access Policies	Policies defining each Participant’s requirements and processes for governing access to the TOGETHER for PPE Platform, including Authorized Users at each Participant organization, and use of Participant PPE Data and System Data by the Participant, Authorized Users, and others.
Participant PPE Data	Data provided by a Participant describing the types and quantities of PPE held or purchased by the Participant. (See 5.b).
Technical Specifications	Technical documents defining the TOGETHER for PPE platform technical architecture, requirements for its implementation, and associated data and services. Specific documents include, but are not limited to: <ul style="list-style-type: none">- ‘Healthcare Trust Platform Technical Specification’- ‘Healthcare Trust Platform Technical Implementation Based on Cybernetica® UXP®’- ‘Data, Interfaces, and Services for PPE Data Exchange’
TOGETHER for PPE Platform System Data (“System Data”)	Data generated by the general operations of the TOGETHER for PPE Trust Platform. (See 5.c).

TOGETHER for PPE Trust Platform Underlying Technology	Any technology used to implement and/or operate the TOGETHER for PPE Trust Platform.
Trust Application	Participant provided software component used via communications over the Platform, leveraged by one or more Participants. and used for specific use cases.
Trust Service	Government Authority provided software component used via communications over the Platform, leveraged by multiple Participants. Foundational Services provide key functionality such as registration; Value-Added Services are for specific use-cases.

3. Governance

- a. Oversight of the TOGETHER for PPE platform will be conducted by the Governing Authority as outlined in the TOGETHER for PPE Governance Policy.

4. Access to PPE Platform

- a. The TOGETHER for PPE Trust Platform is intended to be a community-wide platform which will allow access to and sharing of PPE information between participants.
- b. The TOGETHER for PPE Trust Platform will be available to all participants who desire to join, agree to comply with the terms of this data use agreement and the policies and procedures of the TOGETHER for PPE Trust Platform, and comply with all applicable laws and regulations.
- c. Participants will be prioritized based on a process determined by the Governing Authority. In no event shall participation be influenced by considerations of volume or value of referrals, exchanges of equipment, or other exchanges for remuneration, and each participant and the Governing Authority certify that there is no intent to influence any exchange for remuneration.
- d. Participant acknowledges that access to the TOGETHER for PPE Trust Platform may be expanded to include additional entities, such as state and local health departments, hospital coalitions, emergency response entities, and supply chain organizations.
- e. Autonomy – Each participant shall have Participant Access Policies. Each participant acknowledges that Participant Access Policies will differ among them as a result of differing Applicable Laws and business practices. Each participant shall be responsible for determining whether and how to exchange PPE information based on the application of its participant access policies to the PPE information being exchanged. Participants agree that each participant shall comply with applicable law, this agreement, and all applicable performance and service specifications in exchanging PPE information.
- f. Identification – Each participant shall employ a process by which the participant validates sufficient information to uniquely identify each person seeking to

become an Authorized User prior to issuing credentials that would grant the person access to the participant's system.

- g. Authentication – Each participant shall employ a process by which the participant uses verifies the identity of each Authorized User prior to enabling such Authorized User to exchange PPE information.

5. Structure of PPE Platform

- a. Operation – C4MI shall operate, or cause subcontractor to operate, a secure, a secure system as defined in the Technical Specifications (the “TOGETHER for PPE Trust Platform”) which facilitates the exchange of PPE information between multiple health care organizations with disparate PPE tracking systems for the purpose of facilitating the collection and analysis of PPE supply and demand information for hospital administrators and other emergency response planners such as stockpile managers.
- b. Participant PPE Data – The TOGETHER for PPE Trust Platform shall include information provided by each participant and its authorized users describing the participant and the types and quantities of PPE held or purchased by each participant. This information is defined in the Technical Specifications (“Data, Interfaces, and Services for PPE Data Exchange”) and includes, but is not limited to:
 - i. Types of PPE, including respirators, surgical gowns, isolation gowns, boot covers, face shields, goggles, gloves, coveralls, surgical hoods, cartridges/filters, and batteries and filters for powered air purifying respirators; and their manufacturer and model numbers
 - ii. PPE supply and demand information, held or purchased by each participant, as defined in [C4MI-SP-API-PPE], which includes but is not limited to:
 - 1. Quantity of PPE currently in possession,
 - 2. Quantity of PPE purchased, and order will be filled by delivery date,
 - 3. Quantity of PPE purchased, and will not be filled by delivery date, and
 - 4. Quantity of PPE purchased, and remains unfilled.
 - iii. Participant information, including organization name, contact information, and patient population demographics
- c. TOGETHER for PPE Trust Platform System Data (“System Data”) – The TOGETHER for PPE Trust Platform shall include data related to the general operation of the TOGETHER for PPE Trust Platform. This data is defined in the Technical Specifications and includes but is not limited to registration information, transaction timestamps, system logs, and other data generated by the operations of the TOGETHER for PPE Trust Platform.
- d. Not Primary Copy – Participant acknowledges that Participant PPE Data shared with the TOGETHER for PPE Trust Platform is not the original or primary copy of the participant's PPE information, and that the participant is solely responsible for maintaining the original, true copy of its PPE information. While C4MI has implemented reasonable security safeguards, no electronic transmission can be

guaranteed; therefore, C4MI shall not be liable for any loss of information, including PPE information, stored in or transmitted by TOGETHER for PPE Trust Platform. In the event of a security or other incident that causes loss of, or adversely impacts the integrity of, PPE information, C4MI shall exert reasonable efforts to restore such data in a timely manner.

- e. Technical Specifications and Governance Policy – C4MI will provide to participant contemporaneously with the signed copy of this agreement access to the Healthcare Trust Platform Technical Specifications and TOGETHER for PPE Governance Policy relating to the TOGETHER for PPE Trust Platform, including the services and the privacy and security of the PPE information. Changes to the technical specifications and governance policy may be proposed by C4MI or participants and will be reviewed by the Governing Authority which shall provide a recommendation to C4MI regarding such proposed changes. C4MI shall give due consideration to the recommendations of the Governing Authority and taking into account such recommendations and the operational and technology requirements of the TOGETHER for PPE Trust Platform, shall make a final determination regarding whether to amend, modify, or terminate any suggested change at any time, upon reasonable notice to participant. Such changes shall be posted to the TOGETHER for PPE website and each participant shall be deemed to have agreed to such changes as of the effective date of the change, unless the participant has followed the procedure for objection as set forth in the governance policy.

6. Grant and Scope of License

- a. TOGETHER for PPE Trust Platform – Upon execution of this participation agreement and successful implementation of the TOGETHER for PPE Trust Platform components, C4MI grants to participant a personal, non-exclusive, non-transferable, non-sub-licensable, royalty-free, limited license to use the TOGETHER for PPE Trust Platform during the term, subject to the terms and conditions of this Agreement
- b. Use of Participant PPE Data – Participant grants to C4MI and to its subcontractors permission to access and use Participant PPE Data to exercise its right and obligations under this agreement to provide services to and for the benefit of participant including, TOGETHER for PPE Trust Platform administration, testing upgrades, problem identification and resolution, provide the proper management and administration of the Trust Platform to the extent permitted by the policies and procedures, perform data aggregation activities and any other uses permitted by applicable state and federal laws and approved by the Governing Authority based on the policies.
- c. Participant use of Participant PPE Data – each participant grants to every other participant the right to use Participant PPE Data in accordance with the terms and conditions of this agreement and the implementation guide and governance policy.
- d. PHI – No Protected Health Information shall be exchanged under the scope of this agreement or through the TOGETHER for PPE Trust Platform unless such exchange is approved by the Governing Authority in accordance with the policies,

each participant has agreed to this exchange, and each participant has updated their agreements in accordance with the requirements of all applicable federal and state law, including the rules and regulations promulgated under the Health Insurance Portability and Accountability Act.

7. Implementation

- a. Scheduling – Participant and C4MI shall cooperate in the scheduling and performance of implementation activities.
- b. Preparation – C4MI will provide participant with a description of the implementation activities that participant must complete upon execution of the participation agreement.
- c. Additional duties – Prior to implementation, and thereafter throughout the Term, Participant shall:
 - i. Provide at participant’s expense all hardware and connectivity required for installation and operation of the TOGETHER for PPE Trust Platform and be responsible for the maintenance and repair of such items.
 - ii. Ensure that all participant technology connecting to the TOGETHER for PPE Trust Platform adhere to security safeguards outlined in the Governance Policy;
 - iii. Obtain services in connection with the ongoing operation and use of the TOGETHER for PPE Trust Platform only from C4MI or service providers authorized by C4MI;
 - iv. Ensure that all authorized users who are provisioned through participant and who have access to the TOGETHER for PPE Trust Platform sign an access agreement and be solely responsible for all acts and omissions of participant and its authorized users with respect to PPE information.
 - v. Be responsible for authorizing access only to individuals who qualify as authorized users at participant and ensure that C4MI has current information identifying all authorized users who are authorized to have access to the TOGETHER for PPE Trust Platform and provide written notice to C4MI within one (1) business day of any changes in authorized users, including compliance with submitting changes regarding termination of users.
 - vi. Require authorized users to attend training as reasonably requested by C4MI;
 - vii. Cooperate with C4MI in testing TOGETHER for PPE Trust Platform upgrades, as reasonably requested by C4MI;
 - viii. Otherwise comply with all terms and conditions of this agreement and any other directives of C4MI related to the TOGETHER for PPE Trust Platform.

8. Participant Obligations – Throughout the terms, participant shall, and shall cause its authorized users to, use the TOGETHER for PPE Trust Platform in accordance with this document, the technical specifications, and the governance policy, including:
 - a. Integration of Participant PPE data – participant will use its best efforts to ensure that all Participant PPE Data provided by it is accurate, free from error, complete,

and provided in a timely manner. When providing information through the TOGETHER for PPE Trust Platform, participant will present Participant PPE Data in the formats specified by the Technical Specifications ('Data, Interfaces, and Services for PPE Data Exchange').

- b. Uses of Participant PPE Data – Participant may not use or disclose information made available by or received through the TOGETHER for PPE Trust Platform for purposes other than those explicitly allowed by this document.
- c. Responsibility for Participant PPE Data. Participant is responsible for (i) the performance of its information technology systems; and (ii) all of its use of the TOGETHER for PPE Trust Platform including that of any of its Authorized Users. The TOGETHER for PPE Trust Platform is not a substitute for any obligation Participant or Authorized Users may have under applicable law to maintain data related to PPE. The Participant is responsible for compliance with any such requirements.
- d. No Limitations on Participant's Use of Its Own Data. Nothing in this Agreement is intended or will be deemed to in any way limit Participant's use of its own data outside of the TOGETHER for PPE Trust Platform.
- e. Accurate Participant Information. Participant agrees that Participant has provided, and will continue to provide, C4MI or its subcontractor(s) with all information reasonably requested and necessary to discharge its duties under this Agreement and governance policy. Any information provided by Participants shall be responsive and accurate, including any information provided by Participant during any registration process for a particular service. Participant shall notify C4MI of any changes in information previously provided by Participant.
- f. Audits. Participant may be subject to audit by C4MI (or a third party engaged by C4MI for such purposes) to confirm use of the TOGETHER for PPE Trust Platform in accordance with this Agreement, technical specifications, and governance policy. Such audits routinely occur through the use of computer-based audit trails and may also occur for cause or in response to events that may present a high risk for the misuse of Participant PPE Data. C4MI may also conduct audits of other records related to the use of the TOGETHER for PPE Trust Platform; such audits will take place during normal business hours and at mutually agreeable times and shall be limited to such records, personnel and other resources of Participant as are necessary to determine proper use of the TOGETHER for PPE Trust Platform, compliance with this Agreement, technical specifications, and governance policy. Participant shall implement a security program that meets regulatory requirements and is reasonably calculated to identify internal and external security threats and successful and unsuccessful attempts at unauthorized access to, or disruption of, the integrity, availability or confidentiality of data ("Threats"). To the extent such Threats are reasonably anticipated to pose a threat to the security of Participant PPE Data, Participant shall cause its Privacy Officer and/or Security Officer to consult and cooperate with the Privacy Officer and/or Security Officer of the TOGETHER for PPE Trust Platform regarding methods of mitigating the Threat. In the event any audit, whether routine or for-cause, demonstrates any unauthorized access to or use of Participant PPE Data, Participant shall take immediate and effective disciplinary action against the Authorized User responsible for such unauthorized access or use. C4MI may take such action, against either the Authorized User or against Participant, in the event of failure by Participant to fulfill this responsibility. Participant shall cooperate fully with C4MI and its subcontractor(s) in any investigation or other action taken with respect to any security

incident, potential breach, or other unauthorized access (or attempted unauthorized access) to the TOGETHER for PPE Trust Platform.

- g. Authorized User Training. Participant agrees to ensure that all Authorized Users understand the obligations arising under the technical specifications, regarding, without limitation: (i) proper use of the TOGETHER for PPE Trust Platform; (ii) proper use of the Participant PPE Data obtained using the TOGETHER for PPE Trust Platform; and (iii) privacy and security procedures for accessing Participant PPE Data using the TOGETHER for PPE Trust Platform.
- h. Participant Liaisons. Participant will designate an individual to serve as its liaison to C4MI and its subcontractor(s) for technical, operational, and clinical issues.
- i. Responsibility for Acts and Omissions of Participant's Authorized Users. Participant will be responsible for its acts and omissions and those of its Authorized Users. The acts and omissions of Participant, its Authorized Users, and any Unauthorized Users will be deemed to be the acts and omissions of Participant. Participant shall not permit access to the TOGETHER for PPE Trust Platform by any Unauthorized Users.
- j. Security. Participant shall exercise its best efforts to implement commercially reasonable administrative, physical and technical safeguards adequate to maintain the security of its network and the TOGETHER for PPE Trust Platform against unauthorized access, use, or disclosure. Such efforts may include, but not be limited to: (i) establishing physical access controls to Participant's hardware and data centers; (ii) maintaining effective firewalls, antivirus programs and other electronic systems designed to monitor, track, and prevent unauthorized access; (iii) requiring logon IDs, passwords or other access controls (including without limitation biometric access controls) to Participant's network and applications; and (iv) establishing audit capabilities to permit Participant to monitor access to and use of the TOGETHER for PPE Trust Platform. In addition, Participant shall adopt and implement policies regarding network security and the safeguarding of passwords, logon IDs and other access devices that would enable access to the TOGETHER for PPE Trust Platform. Participant will cooperate with C4MI and its subcontractors to coordinate and standardize its security and incident response procedures and coordinate the efforts of its security personnel.
- k. Additional Responsibilities. Additional responsibilities of Participant shall be set forth in the applicable technical specifications and governance policy.

9. Prohibited Activities

- a. Restrictions on Use – Participant will not and will ensure that any of its employees, contractors and agents will not, either during or after the term of the agreement:
 - i. Permit access to the TOGETHER for PPE Trust Platform or Participant PPE Data by any person or entity other than Authorized Users, or in violation of applicable state and/or federal laws and regulations;
 - ii. Use Participant PPE Data to engage in activity that could financially benefit the participant or others through competitive advantage or procurement activities.
 - iii. Distribute, rent, copy, reproduce, modify, sell, lease, sublicense, market, display or disclose to any person, entity or business, or reverse engineer, decompile,

- disassemble, or attempt to derive the TOGETHER for PPE Trust Platform or any part or functionality thereof;
- iv. Use the TOGETHER for PPE Trust Platform or C4MI's Confidential Information to create any computer software, systems or documentation that is substantially similar to the TOGETHER for PPE Trust Platform or the TOGETHER for PPE Trust Platform Underlying Technology; or
 - v. Use or access, or permit Authorized Users to use or access, the TOGETHER for PPE Trust Platform, Participant PPE Data or Confidential Information for any purposes other than those directly related to PPE management during normal or emergency operations.

10. C4MI Responsibilities

a. Provisions of TOGETHER for PPE Trust Platform; Obligations of C4MI

- i. Provision of Access to TOGETHER for PPE Trust Platform. Subject to the terms and conditions of this Agreement, C4MI will provide Participant access to the TOGETHER for PPE Trust Platform for the proposed users meeting the eligibility criteria to electronically access and use the TOGETHER for PPE Trust Platform solely for storing, processing and displaying Participant PPE Data for the purposes permitted under this Agreement. The technology and system components provided by C4MI and incidental to Participant's rights of access to the TOGETHER for PPE Trust Platform may change from time to time. Participant is obtaining only those rights specifically set forth in this Agreement and the governance policy. Participant acknowledges that C4MI is not granting Participant any other license or use rights to the TOGETHER for PPE Trust Platform or TOGETHER for PPE Trust Platform Underlying Technology.
- ii. Implementation. On a date mutually agreed by C4MI and Participant, C4MI will provide the Services necessary to implement Participant's access to the TOGETHER for PPE Trust Platform. Participant agrees to cooperate as necessary or appropriate to facilitate the implementation. Participant shall be responsible for obtaining any approval or assistance from other entities such as third-party vendors including, but not limited to, any vendor of Participant's PPE tracking system.
- iii. Support Services. Support Services will be made available by C4MI to Participant and the Authorized Users during normal business hours to answer questions and/or assist in resolving issues regarding the use of the TOGETHER for PPE Trust Platform as set forth in the Service Level Agreement.
- iv. System Availability. C4MI will make reasonable efforts to ensure that the TOGETHER for PPE Trust Platform is accessible to the Participant as set forth in the Service Level Agreement, which shall define scheduled maintenance windows and uptime expectations. C4MI reserves the right to perform urgent or emergency maintenance on the TOGETHER for PPE Trust Platform as it determines necessary, and will follow the procedures set forth in the Policies regarding downtime and emergency maintenance. C4MI will not be liable to Participant for any downtime or outage of the TOGETHER for PPE Trust Platform.

- v. TOGETHER for PPE Trust Platform System Updates. C4MI may, from time to time, change the components and functionality of the TOGETHER for PPE Trust Platform, and C4MI will notify Participant of such changes if they will materially impact Participant's use of the TOGETHER for PPE Trust Platform.
- vi. TOGETHER for PPE Trust Platform System Ownership. Except for the express rights of access granted to Participant under this Agreement, all right, title and interest to the TOGETHER for PPE Trust Platform, the TOGETHER for PPE Trust Platform Underlying Technology and the software applications used to provide the TOGETHER for PPE Trust Platform, and any other information, software or materials provided to Participant by C4MI under this Agreement, including all intellectual property rights therein, will at all times remain solely with C4MI and its or their licensors and vendors. Participant grants to C4MI a fully-paid, non-exclusive, royalty-free right and license to use Participant PPE Data, which may be integrated with the data of other participants for purposes of operation of the TOGETHER for PPE Trust Platform, and grants C4MI the right to license or otherwise permit others to access the TOGETHER for PPE Trust Platform System Data as set forth herein.

11. Representations and Warranties

- a. By Participant. Participant represents and warrants to C4MI as follows:
 - i. Participant is duly organized, validly existing and in good standing under the laws of the State of Tennessee, and is duly authorized to execute this Agreement;
 - ii. Neither Participant nor any of its Authorized Users have been suspended or excluded from participation or otherwise sanctioned under any state or federal program involving the provision of healthcare, and neither Participant, nor any of its owners or employees or other relevant individuals or entities will be sanctioned at any time during the term of this Agreement;
 - iii. All Users put forward by the Participant meet, as of the Effective Date, and throughout the Term of this Agreement will continue to meet, the Participant Access Policies pursuant to 3(e), and the warranties spelled out herein;
 - iv. None of the Authorized Users have been the subject of disciplinary action in any jurisdiction or had his or her staff privileges suspended or revoked by any institution (collectively "Adverse Action"), and Participant will notify C4MI within one (1) business day if (1) any Authorized User is the subject of an Adverse Action during the Term of this Agreement, or (2) any disclosure of confidential information;
 - v. Participant will at all times make the Participant PPE Data accessible to the TOGETHER for PPE Trust Platform, to the extent permitted by applicable laws and regulations, and will allow access to Participant PPE Data by any other participant in the TOGETHER for PPE Trust Platform.
 - vi. Each Authorized User has authorized Participant to enter into this Agreement on such Authorized User's behalf.
- b. By C4MI. C4MI represents and warrants to Participant that:
 - i. C4MI has the full right, power and authority to enter into this Agreement;
 - ii. C4MI will perform all Services in a professional manner.

- c. DISCLAIMER. THE WARRANTIES STATED IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY THE PARTIES. THE PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE. C4MI DOES NOT WARRANT THE TOGETHER for PPE Trust Platform SYSTEM OR DATA STORED OR TRANSMITTED BY THE TOGETHER for PPE TRUST PLATFORM SYSTEM, WHICH IS PROVIDED "AS IS" AND "AS AVAILABLE," OR THAT PARTICIPANT'S ACCESS TO OR USE OF THE TOGETHER for PPE TRUST PLATFORM SYSTEM SHALL BE UNINTERRUPTED OR ERROR-FREE. PARTICIPANT UNDERSTANDS THAT DUE TO THE COMPLEX NATURE OF THE SOFTWARE, CERTAIN ERRORS MAY BE VIRTUALLY IMPOSSIBLE TO REPRODUCE OR CORRECT. NO REPRESENTATION OR STATEMENT SHALL BE BINDING UPON C4MI OR ANY OF ITS RESPECTIVE AFFILIATES AS A WARRANTY OR OTHERWISE UNLESS EXPRESSLY CONTAINED IN THIS AGREEMENT.

12. Confidentiality

- a. Confidential Information Generally. "Confidential Information" consists of: (i) this Agreement; and (ii) non-public information concerning the business of a Party hereto (including, but not limited to, its operations, finances, employees, suppliers, vendors or agreements) or the business of a Party's affiliates learned by the other Party in the performance of the other Party's responsibilities under this Agreement.
- b. Use of Confidential Information. C4MI and Participant each acknowledge and agree that it will not use or disclose the Confidential Information of the other Party (or any affiliates of the Other Party) or another participant in the Trust Platform except as expressly authorized by this Agreement. Confidential Information will not, however, include information otherwise in the public domain or lawfully obtained by the Party other than in the course of the Party's performance of its responsibilities under this Agreement or independently developed by the Party.

13. Disclosures Required by Legal Process. If either Party believes it is required by law, subpoena, court order or regulatory authority to disclose Confidential Information, it will promptly notify the other Party and cooperate with such Party prior to any disclosure and will make all reasonable efforts to allow the other Party an opportunity to seek a protective order or other judicial relief.

14. Indemnification by Participant

- a. Participant agrees to defend, indemnify and hold harmless C4MI and its respective members, subsidiaries, trustees, directors, officers, subcontractors, agents, employees and affiliates and their successors and assigns from and against any and all claims, demands, threats, suits, proceedings, judgments, damages, costs and expenses (including reasonable attorneys' fees and other expenses of counsel) arising on account of or related to: (i) the use of the TOGETHER for PPE Trust Platform by Participant (including, without limitation, Authorized Users, and other employees or independent contractors of Participant); (ii) any breach by Participant of any representation, warranty or covenant set forth in this Agreement or any exhibit hereto; or (iii) any other act or omission by Participant and its Authorized Users, including without limitation a breach of the Access Agreement by Participant employees, agents, representatives or Authorized Users in connection with the TOGETHER for PPE Trust Platform or C4MI's Confidential Information, unless caused directly by C4MI's gross negligence or willful misconduct.

15. Clinical Data Integrity and Clinical Participant

- a. Participant and the Authorized Users will do each of the following:
 - i. Participant and Users will verify the accuracy of data exchanged via the TOGETHER for PPE Trust Platform, including without limitation, all PPE information and critical outputs of TOGETHER for PPE Trust Platform following generally accepted standards of PPE management. The term critical outputs means outputs (including without limitation outputs in the form of data) that Participant or Users know, or following generally accepted standards of PPE management, should know have potential for negative impact on PPE management or the use of PPE equipment.
 - ii. Participant and Users will not rely solely on the TOGETHER for PPE Trust Platform for data that Participant and Users know or, following generally accepted standards of PPE management, should know has potential for negative impact on the management or use of PPE.
 - iii. Participant and Users will not rely on the TOGETHER for PPE Trust Platform as the sole means of communicating life threatening or critically important issues with PPE.
 - iv. C4MI, Participant and Users will cooperate in reporting to each other any material data or program errors or suspected data or program errors discovered in the course of using the TOGETHER for PPE Trust Platform as set forth in this agreement, the technical specifications, and the governance policy.
 - v. As appropriate and upon request, Participant will test all critical areas of the TOGETHER for PPE Trust Platform before the TOGETHER for PPE Trust Platform is used to access actual Participant PPE Data and test all critical areas in any updates Participant receives before Participant uses such updates. Such testing will be performed in accordance with commercially reasonable standards and any testing standards and procedures specified by C4MI.
 - vi. In addition to the foregoing, Participant and Users will use the TOGETHER for PPE Trust Platform and access and use Participant PPE Data only in accordance with applicable standards of good PPE management.
- b. Independent Judgment. Access to the TOGETHER for PPE Trust Platform and the Participant PPE Data is not a substitute for competent human intervention and critical thinking. Participant and Users will be responsible for all judgments based on the TOGETHER for PPE Trust Platform or the Participant PPE Data, and Participant and Users are solely responsible for complying with all laws, regulations and licensing and professional and ethical requirements applicable to Participant and Users. Participant and Users will stay informed about the changes or developments in PPE management or guidelines that may not be reflected in the TOGETHER for PPE Trust Platform. C4MI WILL NOT HAVE ANY RESPONSIBILITY, LIABILITY, OR OBLIGATIONS OF ANY KIND RELATED DIRECTLY OR INDIRECTLY TO ANY FAILURE TO EXERCISE SUCH PROFESSIONAL JUDGMENT.

16. Compliance with Laws

- a. Generally. It is the intent of the Parties that any potential relationships between them and any of their affiliates will at all times be conducted in compliance with all federal, state and local laws, including anti-kickback and physician anti-referral prohibitions (the "Referral

Laws"). The Parties also intend that this Agreement and the provision of access to the TOGETHER for PPE Trust Platform and Services hereunder comply with the requirements of the accountable care organization waivers under the Fraud and Abuse Law and the Stark Law, as they may be updated and clarified from time to time. Accordingly, all of the provisions of this Agreement and the rights and obligations of the Parties hereunder shall at all times be interpreted and applied in a manner consistent with those requirements.

- b. No Remuneration. The Parties acknowledge and agree that nothing contained in or resulting from this Agreement is intended to constitute unlawful or prohibited remuneration as defined in the Stark Law, the Anti-Kickback Statute, or any other law or regulation.
- c. No Referrals Required. The Parties acknowledge and agree that nothing contained in this Agreement is conditioned on any requirement that either Party make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party or any of the other Party's affiliates.

17. Limitations of Liability

- a. Limits of Liability. Neither C4MI nor its subcontractors or their respective vendors will be liable for any incidental, special, consequential or other indirect damages arising under or relating to this Agreement or relating to any services, software, reports, or other materials or information provided by a Party, C4MI and its vendors, whether or not such Party has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy herein. Under no circumstances will C4MI or its affiliates be liable to Participant for any reason for any amount. The previous sentence will not limit Participant obligations for any restrictions on use set forth in this Agreement, or any indemnification obligation.

18. Term and Termination

- a. Term of the Agreement. The initial term of this Agreement will begin on the Effective Date and end two (2) years thereafter ("Initial Term"). This Agreement will renew automatically thereafter for successive one-year terms (each, a "Renewal Term") unless either Party gives the other written notice of its intent not to renew at least ninety (90) days prior to the end of the Initial Term or any Renewal Term, as applicable.
- b. Immediate Suspension and Possible Termination by C4MI. C4MI will have the right to immediately suspend Participant's or any User's access to the TOGETHER for PPE Trust Platform and Services upon the occurrence of the following events, and C4MI further may terminate this Agreement in its entirety or terminate the participation of any User immediately upon written notice if Participant does not cure the event and provide C4MI reasonable assurances of future compliance within ten (10) calendar days of such written notice:
 - i. Participant or any of the Users access or permit access to the TOGETHER for PPE Trust Platform or the Participant PPE Data in violation of this Agreement or the Access Agreement;
 - ii. Participant or any User breaches his, her or its obligations under this agreement;
 - iii. Participant or any User violates the governance policy;
 - iv. Participant or any User fails to adhere to the technical requirements as outlined in the Technical Specifications;

- v. With respect to any Participant, there is a material change in ownership of the Participant organization; or
 - vi. With respect to any User, the User is no longer employed by or contracted with the Participant or User no longer meets the eligibility criteria.
- c. Termination. This Agreement may be terminated during the Initial Term as well as during any Renewal Term (collectively, the "Term") as follows:
- i. By mutual written agreement of the Parties;
 - ii. After the second anniversary of the Effective Date, by either Party without cause upon ninety (90) days' advance written notice;
 - iii. Upon a material breach of this Agreement by either Party if the breaching Party has not cured the breach within fifteen (15) days from the date of receipt of written notice from the non-breaching Party;
 - iv. Immediately by C4MI if the agreement for the TOGETHER for PPE Trust Platform Underlying Technology terminates for any reason or C4MI reasonably believes in good faith that it no longer has the right or operational capabilities to provide access to the TOGETHER for PPE Trust Platform to Participant or allow Participant to use the TOGETHER for PPE Trust Platform Underlying Technology; or
 - v. On written notice by either Party to the other Party if a change in federal or state laws, rules or regulations and/or actual or threatened decisions, findings or actions by governmental agencies or courts occurs or is issued that would subject either party to civil or criminal prosecution, render either party ineligible to bill for services it provides, violate the Referral Laws, or have any other materially adverse effect on either party, including, without limitation, any adverse effect on the tax exemptions of C4MI or any of its respective affiliates, and the Parties are unable to develop a mutually agreeable amendment to the Agreement that would cure such illegality, billing ineligibility or other adverse effect.
- d. Effect of Termination. Upon expiration or termination of this Agreement for any reason, the Parties will cooperate so as to minimize the effect thereof on C4MI and Participant. Participant will, and will cause its Authorized Users to, immediately and permanently cease to use, in any manner whatsoever, the TOGETHER for PPE Trust Platform, the TOGETHER for PPE Trust Platform Underlying Technology, and any related systems and to destroy or return all copies of the documentation relating to the TOGETHER for PPE Trust Platform and the TOGETHER for PPE Trust Platform Underlying Technology. Each party will return all Confidential Information of the other party to such party within ten (10) business days after termination or expiration of this Agreement; provided that C4MI may retain electronic copies of TOGETHER for PPE Trust Platform System Data incorporated into Trust Platform Data and Participant may maintain any data that it properly accessed for PPE management, subject to the confidentiality protections set forth herein. Those provisions of this Agreement which, by their terms should survive expiration or sooner termination shall so survive. Upon expiration or sooner termination of the Agreement, all licenses granted to the TOGETHER for PPE Trust Platform Technology are extinguished and C4MI is immediately relieved of its obligation to provide any access to the TOGETHER for PPE Trust Platform and any services to Participant.

19. Miscellaneous

- a. Notices. Any notices hereunder will be in writing and either personally delivered or sent by United States Postal Service, postage prepaid or overnight courier service, fee prepaid, to the address and designee set forth below. All notices will be deemed effective upon personal delivery or on the date of the United States Postal Service postmark or, in the case of overnight courier, the day after deposit of the notice with the courier, except in the case of change of address notices which will be effective upon receipt.

If to C4MI:

With a copy to:

Attn: _____

If to Participant:

Attn: _____

- b. Entire Agreement. This Agreement, including the Recitals, and any exhibits, including the Addenda attached hereto, represent the entire agreement and understanding of the Parties, whether oral or written, concerning the subject matter hereof, and no other representations or agreements, oral or otherwise, will be of any force or effect with respect to such subject matter. In the event that a provision of this Agreement conflicts with a provision of any other agreement between the Parties, the provision of this Agreement will control, provided that if there is any direct conflict between this Agreement and any addenda, the terms and conditions of the Agreement shall control.
- c. Independent Contractors. The relationship between the Parties will be that of independent contractors. Nothing in this Agreement will create, or be deemed to imply the creation of, any partnership, joint venture or other relationship. Neither Party will have the authority to incur any obligation, contractual or otherwise, in the name of or on behalf of the other Party.
- d. Amendments. This Agreement may be amended only by written agreement between the Parties.
- e. Third Party Rights. C4MI is intended third party beneficiary of the license limitations set forth in this Agreement. Other than the foregoing, nothing express or implied in this Agreement confers upon any person other than a Party or its or their permitted assigns any liabilities, rights, obligations, or privileges whatsoever, and this Agreement may not be assigned, delegated or transferred by one Party without the written consent of the other Party; provided that C4MI may assign this Agreement to an affiliated entity without the prior written consent of Participant.
- f. Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies will have the same effect for all purposes as an ink-signed original.

- g. Force Majeure. Neither party will be liable to the other for any failure or delay to the extent such failure or delay is caused by events beyond its reasonable control, including, without limitation, sabotage, failure or delays in communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials or equipment, technical failures, power grid failures, Internet failures, cyber-terrorism, strikes, lockouts, riots, epidemics, fire, war, acts of God. The party incurring such delay will promptly notify the other party.
- h. Governing Law; Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without regard to the conflict of laws provisions of such state. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against either of the parties only in the applicable federal or state courts sitting in Davidson County, Tennessee, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to the venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere in the world.

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

C4MI

“Participant”

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____