

MQIC MEMBER AGREEMENT

THIS MEDICAL QUALITY IMPROVEMENT CONSORTIUM MEMBER AGREEMENT ("MQIC Agreement") is between the General Electric Company, by and through its GE Healthcare division ("GE Healthcare") and the customer named below (the "MQIC Member") and is intended to be made part of the license and/or services agreement(s) previously executed by GE Healthcare and Customer ("Existing Agreement(s)"). The Existing Agreement(s) govern the sale of computer equipment, the licensing of computer software, and the delivery of related services, including reporting services. **The terms of this MQIC Agreement amend and supplement the Existing Agreement(s) and replace any previously executed MQIC Agreement.** In the event of any conflict between the Existing Agreement(s) and this MQIC Agreement, the terms of this MQIC Agreement control with respect to the subject matter herein; otherwise, all provisions of the Existing Agreement(s) remain in full force and effect. Except in regard to the Existing Agreement(s), this MQIC Agreement supersedes all other agreements, whether written or oral, between the parties hereto relating to the subject matter hereof. MQIC Member agrees to be a member of GE Healthcare's Medical Quality Improvement Consortium ("MQIC") subject to the terms and conditions of this MQIC Agreement and the MQIC Member Policy ("MQIC Policy"). A copy of the current MQIC Policy is attached hereto as Exhibit A and is incorporated herein by reference. As used in this MQIC Agreement "you" or "your" refers to the MQIC Member.

The effective date of this MQIC Agreement shall be the later of the last signature date indicated below, or the first day such MQIC member is live on either (i) Centricity® Practice Solution, Version 12 or later or (ii) Centricity EMR version 9.8 or later. A customer is "live" on the first day the software is used in a live setting.

1. Grants of License.

a. For the purposes of this agreement and the MQIC Policy, "de-identified data" means data extracted from the MQIC Member's entire database of records entered by its individual health care providers and other staff in providing treatment, obtaining payment, or engaging in its healthcare operations (the "EMR") from which sufficient information has been removed such that the risk that the identity of the patient that was the subject of the data originally can be derived from the data is so low that the data are de-identified under Health Insurance Portability and Accountability Act ("HIPAA") standards and the data otherwise comply with all applicable GE Healthcare policies. MQIC Member hereby grants GE Healthcare an exclusive, worldwide, perpetual, fully paid up license to (i) access, use, analyze, aggregate, print, reproduce, copy, modify and reformat, and to develop, prepare, create and distribute derivative works based on de-identified data from MQIC Member; (ii) consolidate de-identified data with those of other MQIC members; (iii) use such de-identified data for Approved Data Uses (as defined below); and (iv) sublicense such de-identified data to third parties to access, use, analyze, aggregate, print, reproduce, copy, modify and reformat and to develop, prepare, create and further distribute derivative works (the "License Grant"). In consideration for the foregoing License Grant, GE Healthcare will provide MQIC Member with the license to the MQIC Services as set forth in sub-paragraph (b) below, if any, and other consideration as may be set forth in this Agreement and the MQIC Policy (the "Consideration").

b. GE Healthcare hereby grants MQIC Member a non-exclusive license for the term of this MQIC Agreement to access any MQIC performance and quality tools, if any, that GE Healthcare may, in its discretion, make available from time to time on an exclusive basis to MQIC members. MQIC members can access GE Healthcare Quality Submission Services, if any, that GE Healthcare may, in its discretion, make available from time to time on an exclusive basis to MQIC members. GE Healthcare may, in its discretion, require payment of additional fees for access to said tools or services.

2. Security and Use of the De-identified Data.

In every license of de-identified data, GE shall require that the licensee or sublicensee, as the case may be, agree that it will not make any attempt to re-identify any patient. De-identified data may be used by GE Healthcare and its authorized partners, licensees, and sublicensees for various purposes by itself or as joined with other de-identified data streams (with the resulting data to remain de-identified) and as otherwise and more fully set forth in the MQIC Policy ("Approved Data Uses"). MQIC Member expressly authorizes GE Healthcare to use the de-identified data for Approved Data Uses. GE Healthcare must notify each MQIC Member prior to using such MQIC Member's data for any purpose other than an Approved Data Use and give the MQIC Member a reasonable opportunity to opt out of such use in the manner set forth in the MQIC Policy. Further, MQIC Member may elect to participate in the GE Healthcare Quality Submission Services, which GE Healthcare may, in its discretion, make available from time to time, whereby GE Healthcare formats and submits, on behalf of MQIC Member, required metrics to participate in pay-for-performance or other reporting program(s), in which case the parties shall enter into a separate Quality Submission Services Program Addendum, which may include an additional fee.

3. Data Ownership and Transfer.

MQIC Member shall only own all right, title and interest in and to the data contributed by such MQIC Member. As between MQIC Member and GE Healthcare, GE Healthcare will own all right, title and interest in and to all reports, analysis, programs and output derived by GE Healthcare therefrom.

4. Term and Termination.

The initial term of your MQIC membership shall expire on the next June 30 following three (3) years from the effective date and thereafter shall be automatically renewed for successive one-year periods unless either party provides written notice of termination to the other at least sixty (60) days prior to the expiration of the then-applicable term. Either party may terminate this MQIC Agreement at any time upon sixty (60) days' prior written notice; or, in the event of a material breach of this MQIC Agreement, thirty (30) days after receipt of written notice of breach from the non-breaching party if the breach has not been cured within that time. In the event this MQIC Agreement is terminated pursuant to this paragraph, the terms of this agreement survive with respect to previously contributed de-identified data.



5. Compliance with Laws.

GE Healthcare and MQIC Member shall adhere to all applicable federal, state, and local laws, regulations and codes including, but not limited to any applicable regulations promulgated pursuant to HIPAA and those related to privacy in querying, receiving, processing, storing, viewing, accessing, maintaining, transferring, publishing, disclosing, handling or other use of the data ("Data Handling").

6. No Warranty and Limitation of Liability.

NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND DATA ACCURACY, WILL APPLY. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS MQIC AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000). NEITHER CUSTOMER NOR GE HEALTHCARE (NOR ITS REPRESENTATIVES) SHALL HAVE LIABILITY TO THE OTHER UNDER THIS AGREEMENT FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS EXCESS COSTS INCURRED, DATA LOSS OR LOST PROFITS OR REVENUE. The limitation of liability and exclusion of damages shall apply even if the limited remedies fail of their essential purpose.

7. MQIC Member's Responsibility to Obtain Authorizations and/or Consents; Provider Information.

MQIC Member is solely responsible for obtaining any necessary authorization and/or consent for use, access, disclosure and transfer of the data to and through the GE Healthcare database and in connection with License Grant herein. MQIC Member represents and warrants that it has all necessary rights to enter into this MQIC Agreement and to grant the rights granted herein. MQIC Member shall, at a minimum, comply with any and all procedures and requirements to secure any authorizations or consents required by applicable law and industry practice in connection with the Data Handling as described in this MQIC Agreement, as may be amended and changed from time to time. MQIC Member shall notify GE Healthcare of any changes in laws or requirements in connection with consent or authorizations related to the Data Handling as described in this MQIC Agreement.

8. Notices.

Except as otherwise expressly set forth herein, all notices to either party shall be by first-class mail, return receipt requested, or by a reputable courier service to the attention of "General Counsel" (or, for notices to MQIC Member, to the MQIC Member's designated primary contact) at the address set forth below for each party, respectively. In addition, notice to GE Healthcare must also be made by e-mail to MQIC@ge.com.

General Electric Company,
by and through its GE Healthcare division

MQIC Member: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____



EXHIBIT A

MQIC Member Policy – Revised Nov. 20, 2013

“MQIC Member” or “you” means a member of the GE Healthcare’s Medical Quality Improvement Consortium (“MQIC”) with a valid and effective MQIC Agreement. “GE Healthcare” means The General Electric Company, by and through its GE Healthcare business division. MQIC is made up of MQIC members (e.g., health systems, hospitals, physicians, physician groups, integrated delivery networks, and other healthcare-delivery organizations, each an “MQIC Member”) who may license certain GE Healthcare software products and who agree to license de-identified data to GE Healthcare pursuant to the terms of an MQIC Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the MQIC Agreement.

I. Changes to MQIC Policy.

GE Healthcare may change this MQIC Member Policy (“MQIC Policy”) from time to time upon sixty (60) days’ written notice. In the event of such change, Member may terminate its MQIC agreement by providing written notification to GE Healthcare at least 30 days prior to the effective date of the change to the MQIC Policy; such termination shall be effective as of the date of the change to the MQIC Policy. Upon the effective date of any change to the MQIC Policy, the new policy shall apply to all then-existing members of MQIC. In the event of any conflict of the provisions of this MQIC Policy and the MQIC Agreement, the terms of this MQIC Policy shall control.

II. Approved Data Uses

Consistent with all HIPAA rules and GE policies, GE Healthcare and its partners and sublicensees may use the de-identified data, by itself or as joined with other de-identified data sets or streams, as follows (“Approved Data Uses”): (i) for various service offerings that are marketed and sold to the pharmaceuticals, biologicals, and medical-devices industries, governments, universities, and others who may wish to make use of de-identified data for healthcare-related uses, including comparative effectiveness research, safety, surveillance, quality initiatives, benchmarking, reporting services, product development, quality assurance and research and (ii) product development (including but not limited to research, development, and improvement of product and service offerings, or for product demonstrations.

For Approved Data Uses, GE Healthcare will require a written agreement with each external third-party licensee of the de-identified data which will require such third party and any sublicensees to maintain appropriate security and access restrictions on the data and explicitly prohibit attempts to identify or re-identify patients from the de-identified data or to reverse engineer the MQIC database.

MQIC Member acknowledges that its organizational profile, including practice name, address, contact information, medical specialties, and other non-patient-specific information including but not limited to provider identification numbers, may be used by GE Healthcare and its immediate licensee for Approved Data Uses and for recruitment into various healthcare-related research programs.

II. Use of Data for other than Approved Data Uses – Notification of Data Use.

GE Healthcare may not make use of data for other than an Approved Data Use (a “Non-Conforming Data Use”), unless GE Healthcare first notifies each MQIC Member prior to using such MQIC Member’s data for a Non-Conforming Data Use (each such notification shall hereinafter be referred to as a “Use Notification”). The Use Notification will include a summary of the Non-Conforming Data Use. Each MQIC Member has the right to opt-out as a data contributor to a particular Non-Conforming Data Use by providing a written notice (an “Opt-Out”) to GE Healthcare of its desire to opt-out of such Non-Conforming Data Use within ten (10) calendar days after receipt of the applicable Use Notification. The Opt-Out must be given in the manner set forth in the applicable Use Notification. As an alternative to the above process, GE Healthcare may simply request members who wish to participate in any particular Non-Conforming Data Use to expressly opt-in. Prior to sending a Use Notification, GE Healthcare will present the Non-Conforming Data Use to members of a specially convened Non-Conforming Project Review Board (a “Review Board”), appointed by GE Healthcare, comprising representatives from MQIC Members and other experts, as appropriate. The Review Board will determine whether to provide an endorsement of the proposed Non-Conforming Data Use, and this endorsement will be included in the Use Notification sent to MQIC Members. For the avoidance of doubt, GE Healthcare will not provide a Use Notification or convene a Review Board prior to each Approved Data Use; however, GE Healthcare will provide an MQIC Member a summary of all Approved Data Uses and Non-Conforming Data Uses made in the prior six months upon a MQIC Member’s written request.

IV. Data Security and Access.

The de-identified data will be housed in a separate database that will also contain the de-identified data from other participating MQIC Members (the “MQIC Database”). Data in the MQIC database are derived from the Clinical Quality Reporting (“CQR”) Database, following a de-identification process as described in the MQIC Agreement. Both the MQIC Database and the CQR Database are housed securely in a GE-managed, cloud-based environment, which may be hosted by a third party.

V. MQIC Champion and Notices

MQIC Member shall appoint an MQIC Champion to serve as GE Healthcare’s primary point of contact with regard to MQIC and to complete and update the MQIC Member profile. GE Healthcare shall address Use Notifications, revisions to the MQIC Member Agreement and MQIC Member Policy, and other communications resulting out of or regarding MQIC to the MQIC Champion, and may in its discretion elect to do so solely by email. MQIC Member consents to being contacted by GE Healthcare and by its immediate licensee for the purpose of recruitment into healthcare-related research programs (“Research Recruitment Outreach”), provided that such contact be limited only to the designated MQIC Champion unless otherwise specified by the MQIC Member. MQIC Member may opt-out from Research Recruitment Outreach by notifying GE Healthcare of its decision to opt-out. MQIC Member shall notify GE of a change in the identity or contact information of the MQIC Champion by e-mail to MQIC@ge.com. All email notices shall be deemed to have been received at the time of transmission; GE Healthcare is not responsible for misdirected, lost, or delayed email notices.

