

MEDICAL EDUCATION INSTITUTE, INC.
KDQOL-Complete™ SERVICES and DATA USE AGREEMENT

This *KDQOL Complete™* Services Agreement (the “Agreement”) is entered into by and between the organization, clinic, or corporate provider (Organization) who wishes to access KDQOL-Complete and Medical Education Institute, Inc. (“MEI”) and is effective immediately upon clicking the “Submit” button with the “I have read and agree to the Terms of Service” check box checked, or upon accessing the Services (as defined herein) for which Terms of Service have been accepted on your behalf.

MEI has developed a data analysis and management service known as *KDQOL-Complete™* for use by Organizations to administer, score and interpret Kidney Disease Quality of Life survey (*KDQOL-36™*) scores and store survey data in a single, secure location.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **SERVICES.** Upon receipt of payment in accordance with this Agreement, MEI shall grant Organization a non-exclusive, non-transferable, limited right to access and use *KDQOL-Complete™* during the Term (as defined herein) to administer, score and interpret Kidney Disease Quality of Life survey (*KDQOL-36™*) scores and store survey data for the Organization (the “Services”). Organization shall be solely responsible for providing and maintaining proper operation of computer equipment and internet services that enable access to the Services.
2. **SUBSCRIPTION FEE.**
 - a. **Initial Fees.** Organization shall pay MEI an annual fee for access and use of *KDQOL-Complete™* (the “Subscription Fee”) based upon the Patient Census (as defined herein) for EACH Clinic. If Organization has patients at more than one (1) location or clinic, each location is required to have a separate *KDQOL-Complete* subscription.

The Patient Census determines a Plan Size. The Plan Size/Subscription Fee schedule is as follows:

Clinic Patient Census	Plan Size/Subscription Fee*
≤ 10 individuals	Small Plan/\$100 per year
11- 49 individuals	Medium Plan/\$250 per year
≥ 50 individuals	Large Plan/\$350 per year

The Subscription Fee is subject to change with written or email notice by MEI.

“Patient Census” shall mean the number of individuals for whom the Clinic is currently providing care at one (1) location.

*Organizations who have patients at two (2) or more Clinics or locations) may receive a 20% discount on their subscription fees. Organization must have two (2) or more *KDQOL-Complete* subscriptions to receive the discount. Discount applies only if 100% of Organization's locations/clinics subscribe to *KDQOL-Complete*.

*Research use of *KDQOL-Complete* will be charged per study at a minimum of \$350/year or \$1 per research subject, whichever is greater.

- b. Fee Changes. Organization shall accurately report the Patient Census of the Clinic(s). If the Patient Census of the Clinic increases such that the Plan Size/Subscription Fee increases, MEI will invoice Organization for the increase in Subscription Fee (prorated for the remaining Term).
- c. If the Organization wishes to add new Clinics, Organization can either make the changes within their active *KDQOL-Complete* group account or contact MEI for assistance. MEI will invoice Organization for the additional Subscription (prorated for the remaining Term).

Note: The number of patients associated with a Clinic is limited to the number allowed by the Plan Size. If data needs to be entered for more patients than the Plan Size allows, MEI will invoice Organization for the increase in Subscription Fee.

It is the responsibility of the Clinic to manage patient data in KDQOL-Complete to accurately reflect the Clinic's Patient Census. See User Manual for instructions.

- d. Supplemental Fees. If Organization requests either that (i.) MEI sign the Organization's HIPAA Business Associate Agreement; or (ii.) MEI sign an amended version of MEI's HIPAA Business Associate Agreement, then Organization shall pay an additional fee of \$185.00 (to cover legal fees) for consideration of this request, whether or not MEI ultimately agrees to the request.
 - e. Payment. All invoices must be paid within forty-five (45) days of receipt.
3. **TERM AND RENEWAL**. The Services begin upon receipt of the Subscription Fee from Organization by MEI and end twelve (12) months thereafter (the "Initial Term"), regardless of the date when the Clinic registers online. MEI will send Organization an invoice for renewal of the Services approximately forty-five (45) days prior to the end of the then-current Term (the "Anniversary Date"). If payment of the invoice is received within fifteen (15) days of the Anniversary Date, the Services will be renewed for an additional twelve (12) months (the "Renewal Term") (the Initial Term and any Renewal

Terms shall be referred to herein as the “Term”). If payment of the invoice is not received within fifteen (15) days of the Anniversary Date, the Services will immediately terminate and MEI will disable Organization’s access to the Services.

4. **TERMINATION.** MEI may terminate, suspend, or limit access to the Services, or terminate this Agreement, with or without notice, for Organization’s violations of this Agreement, technical or security issues, or Organization’s non-payment of fees. Organization may terminate this Agreement at any time and for any or no reason. Organization shall not be entitled to a refund of the Subscription Fee.

Upon termination of this Agreement, Organization may request an electronic data file with all data associated with Organization’s Clinic(s). MEI shall use reasonable efforts to provide such data file, but shall not be responsible for the accuracy, loss, or completeness of the data. Failure of MEI to provide such data file shall not constitute a breach of this Agreement.

The provisions of Sections 6, 7, 9, 10 and 11 shall survive termination of this Agreement.

5. **REGISTRATION AND SECURITY.** The Organization must register its Clinic(s) online. Upon receipt of payment of the Subscription Fee (via Credit Card, PayPal or check), MEI will send an email notification that access is authorized. It is the responsibility of Organization to designate a dialysis professional (the “Administrator”) to register the Clinic, provide his/her email address as a user ID, and create a user-generated password for access to the Services. *KDQOL-Complete*[™] allows the Administrator to enter data, generate reports and authorize Users (as defined herein). The same Administrator may register more than one Clinic, but each Clinic can have only one Administrator.

“Users” are other dialysis professionals who may access *KDQOL-Complete*[™] data. All Users must be authorized by the Administrator, and each User must have a unique email address and user-generated password. A User may be authorized to access *KDQOL-Complete*[™] data for more than one Clinic if authorized by the Administrator of each of those Clinics.

Organization is solely responsible for the actions of the Administrator and all Users. Organization and each Administrator and User shall be solely responsible for maintaining the confidentiality of all user IDs, email addresses and passwords, and shall take appropriate precautions to prevent breaches of security with respect to the Services. Organization shall immediately notify MEI of any unauthorized use of the Services or any other breach of security known to Organization.

6. **OWNERSHIP AND PRIVACY OF DATA.** All data entered and stored in the Services by Organization or the Clinics shall remain the property of Organization. MEI shall use the data only to provide the Services and otherwise in accordance with this Agreement and its Privacy Policy (see www.KDQOL-Complete.org). MEI and Organization shall execute the MEI Business Associate Agreement prior to commencement of the Services.

7. **USE OF DATA.** MEI may retain, access, and use the data entered and stored in the Services to (a) provide the Services; and (b) produce a limited data set (as that term is defined in the HIPAA Privacy Rule, 45 CFR § 164.514(e)) for use by MEI and/or its subcontractors to conduct other research projects, consistent with the mission of MEI.
8. **OWNERSHIP OF THE SERVICES.** Organization acknowledges and agrees that the Services, including but not limited to the software, reports, visual presentations of data and all intellectual property embodied therein, are and shall remain the property of MEI and/or its licensors. Organization shall not acquire any rights in the Services other than the limited license rights granted herein. Organization shall not modify, reverse engineer, or take any actions to compromise MEI's rights in the Services, including but not limited to the use of unauthorized, duplicate or modified versions of the Services, reports or presentations of data. Organization shall not access the Services by any means other than the interface provided by MEI.

(Note: The KDQOL-36™ survey forms were created using the KDQOL-36 survey developed by RAND and the University of Arizona, with permission from The KDQOL Working Group. For more information about KDQOL-36, please see www.rand.org/health/surveys_tools/kdqol.html.)

9. **TECHNICAL SUPPORT.** Users and Administrators may call MEI at (608) 616-0227 during normal business hours (Mon-Fri, 9-5 central time) for technical support for the Services. Each Clinic will be entitled to 1 hour (60 minutes) of free technical support (tracked in 5-minute increments). Additional technical support will be charged at the rate of \$50 per hour. MEI cannot provide technical support for Clinics' computer equipment, other software, or internet or email services.
10. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROHIBITED BY LAW, ORGANIZATION EXPRESSLY UNDERSTANDS AND AGREES AS FOLLOWS.**
 - a. MEI SHALL NOT BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MEI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE.
 - b. MEI WILL NOT BE LIABLE FOR ANY (a) INTERRUPTION OF BUSINESS, (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OR RELATED TO THE SERVICES; (c) DATA LOSS, DISCLOSURE, NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) UNAUTHORIZED ACCESS TO DATA ENTERED IN, OR BREACH OF

ANY SECURITY MECHANISMS UTILIZED IN, THE SERVICES; OR (e) EVENTS BEYOND MEI'S REASONABLE CONTROL.

- c. IN NO EVENT SHALL MEI'S MAXIMUM AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY ORGANIZATION TO MEI FOR SIX (6) MONTHS OF THE SERVICES.

11. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE PROHIBITED BY LAW, ORGANIZATION EXPRESSLY UNDERSTANDS AND AGREES AS FOLLOWS.

- a. ORGANIZATION'S USE OF THE SERVICES IS AT CORPORATE ORGANIZATION'S SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MEI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. MEI MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE REPORTS OR DATA THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY DATA, REPORTS OR INFORMATION OBTAINED BY ORGANIZATION THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. WHILE MEI WILL USE COMMERCIALY REASONABLE EFFORTS TO PREVENT UNAUTHORIZED ACCESS TO DATA WITHIN THE SERVICES, MEI MAKES NO WARRANTY THAT THE DATA WILL BE SECURE AGAINST SUCH UNAUTHORIZED ACCESS OR OTHER SECURITY BREACHES. MEI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. MEI EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT ORGANIZATION'S USE OF THE SERVICES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. ORGANIZATION IS SOLELY RESPONSIBLE FOR ENSURING THAT USE OF THE SERVICES, RELATED SERVICES OR DATA IS IN ACCORDANCE WITH APPLICABLE LAW.

- c. ANY DATA OR OTHER INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED OR OBTAINED AT ORGANIZATION'S OWN DISCRETION AND RISK AND ORGANIZATION WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH DATA OR OTHER INFORMATION.
12. INDEMNIFICATION. ORGANIZATION shall indemnify and hold MEI harmless from any loss, damage, liability or expense, including attorneys' fees, associated with any third party claim arising from or relating to (i) any negligent, reckless or intentional act or omission or willful misconduct of the Clinic, its agents or its independent contractors and (ii) the Clinic's material breach of these Terms of Service.
13. GOVERNING LAW AND VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the United States and the State of Wisconsin. Any action brought to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Dane County, Wisconsin.
14. ENTIRE AGREEMENT. This instrument contains the entire Agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding.
15. MODIFICATIONS. MEI may modify the Services or the terms of this Agreement at any time and for any reason. Modifications to this Agreement shall be effective upon notice to ORGANIZATION of any such modifications.