

Alloantibody Antibody Exchange Service Agreement

This Services Agreement is made effective as of ____ (Date) ____, by and between the Service Recipient, ____ (Healthcare System) ____, of ____ (Business Address) ____, and the Service Provider, Transfusion Antibody Exchange Inc., of 81 Orchard Rd, Woodbridge, Connecticut 06525.

Whereas Service Recipient is the legal entity seeking access to the Alloantibody Exchange for which Service Recipient desires Service Provider to perform certain Services (hereinafter defined); and Whereas Service Provider desires to perform such Services on the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises set forth herein, the parties agree as follows:

DEFINITIONS. For purposes of this Agreement, the following definitions shall apply:

- a) "Service Provider" shall be interchangeable with Transfusion Antibody Exchange Inc.
- b) "Service Recipient" shall be interchangeable with University of Alabama Birmingham Hospital.
- c) "Alloantibody Exchange" shall mean the cloud-hosted data repository and web portal collectively.
- d) "Services" shall mean the Operation and Maintenance of the Alloantibody Exchange.
- e) "Operation" shall mean the operation of the Antibody Exchange, including, but not limited to manipulation and computation of data by the Alloantibody Exchange, the outputting of such manipulated and computed data by the Antibody Exchange, and communication between elements of the Antibody Exchange.
- f) "Maintenance" shall mean remedial maintenance and preventive maintenance of the Alloantibody Exchange
- g) "Up-Time" shall mean total time, during any calendar week, that the Alloantibody Exchange is available for Operation during the time scheduled for Operation divided by the total time scheduled for Operation during such calendar week.

DESCRIPTION OF SERVICES. Beginning on __ (Date of Signing) ____, Transfusion Antibody Exchange, Inc will provide to Service Recipient the following services (collectively, the "Services"):

- a) During the term hereof, Service Provider shall perform Services, which shall be subject to Service Recipients written acceptance, and shall be performed by Service Providers employees, acceptable to the Service Recipient, who are skilled in the Operation and Maintenance of the Alloantibody Exchange.
- b) Up-time: At this time, Transfusion Antibody Exchange Inc. makes no uptime guarantees.

- c) The preventive maintenance and, when possible, the remedial maintenance portions of the Maintenance shall be performed Sundays between 5:00 am and 8:00 am. Longer downtime will be scheduled periodically for installation of major updates.
- d) Data from the blood bank information system shall be transmitted from Service Recipient to the Service Provider. This data is made available for retrieval via a web portal accessed by authenticated login.
- e) The Service Recipient is responsible for ensuring its employees are trained in data retrieval through the web portal and ensuring the security of login credentials.

HIPAA PRIVACY AND SECURITY RULES

The requirements for Business Associate Contracts, under 164.508 are covered in a separate Business Associate Contract between the Service Provider and the Service Recipient. The Service Recipient agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. &1320d (“HIPAA”) and any current and future regulations promulgated thereunder including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements,” to the extent applicable. The Service Recipient agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. &164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. &1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. To the extent applicable under HIPAA, the Service Recipient shall make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

The Service Recipient further acknowledges and states that they, in the Service Recipient’s regular course and business, obtains a Patient consent that Patient’s medical records may be obtained from, or disclosed to, other medical providers who have rendered, or will render, medical treatment or services to the Patient.

As the signed in user, the Service Recipient solely verifies that any/all information gathered through access to the Alloantibody Exchange will be used for the purposes of patient antibody/antigen verification for a patient currently within the Service Recipient’s hospital system or facility. The Service Recipient is not permit to use data from the Alloantibody Exchange for any other purpose including, but not limited to; academic research, marketing, or any other use case not directly relating to the care of a patient. Additionally, any information gathered or viewed of a patient not within the Service Recipient’s facility will not be shared and will comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. &1320d (“HIPAA”).

LIMITATION OF LIABILITY:

The Service Provider and Service Recipient agree that the Alloantibody Exchange is a supplement, and not a replacement, to taking a thorough and accurate transfusion history. Furthermore, because not every blood bank participates in the Alloantibody Exchange, it is impossible for the Alloantibody Exchange to contain a comprehensive transfusion history for any

given patient. The Service Recipient bears sole responsibility for ensuring the accuracy of information used in patient care and shall, in all cases of, hold the Service Provider blameless. The service provider is not subject to any liability arising from any injury to person or property or as a result of any claim of medical malpractice or similar circumstance.

By agreeing to share transfusion data with Transfusion Antibody Exchange, Inc, the Service Recipient affirms and assumes sole responsibility for ensuring the accuracy of the data transmitted including the correctness of the laboratory results and the accuracy of the data entered.

PAYMENT. At this time, services are provided free of charge. This may be revisited at a later date. In this event, a new agreement shall be executed between parties.

TERM. This Agreement will renew automatically unless notice of cancellation is given by either party within 30 days of the agreement anniversary.

In the event of any termination/cancellation of this Agreement, Service Provider may cease performance of all Services hereunder without liability to the Service Recipient.

WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Transfusion Antibody Exchange, Inc in connection with the Services will be the exclusive property of Transfusion Antibody Exchange, Inc. Upon request, the Service Recipient will execute all documents necessary to confirm or perfect the exclusive ownership of Transfusion Antibody Exchange, Inc to the Work Product.

CONFIDENTIALITY. Transfusion Antibody Exchange, Inc, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Transfusion Antibody Exchange, Inc, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Service Recipient. Transfusion Antibody Exchange, Inc and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

The Service Recipient, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Service Recipient, or divulge, disclose, or communicate in any manner, any information that is proprietary to Transfusion Antibody Exchange, Inc. The Service Recipient and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision

shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Connecticut.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SIGNATURES. This Agreement shall be signed on behalf of the Service Recipient, and on behalf of Transfusion Antibody Exchange Inc. by Ronald George Hauser, MD, President.

Service Recipient

By: _____

Date: _____

Service Provider:
Transfusion Antibody Exchange Inc.

By: _____
Ronald George Hauser, MD
President

Date: _____