



ESO Research Data License Agreement

Project Title: 2020 ESO Research Data Set

Requestor (Investigator): Jeffrey Jarvis, MD

Requestor Institution ("Sponsor"): Williamson County EMS

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The "ESO Data Set" is a repository of EMS-related data contributed by participating ESO Solutions, Inc. ("ESO") customers. In consideration of the access to the ESO Data Set, the potential public benefits of the Authorized Research Project, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Requestor, Sponsor and ESO agree as follows:

- 1) ESO hereby grants Requestor (on behalf of Sponsor) a non-exclusive, nonsublicensable, and non-transferable license during the Term to use the ESO Data Set solely for the non-profit research purposes set forth in the Authorized Research Project. Neither Requestor nor Sponsor shall (i) disclose, release, distribute, or deliver the ESO Data Set, or any portion thereof, to any third party, (ii) copy, modify, or create derivative works of the ESO Data Set (except to the extent necessary for the Authorized Research Project), (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the ESO Data Set, (iv) remove any proprietary notices included within the ESO Data Set, or (v) use the ESO Data Set in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law.
- 2) ESO does not warrant the functionality, reliability, accuracy, completeness or utility of, the ESO Data Set, or accept any liability therefor. Additional limitations applicable to the ESO Data Set may be provided on exhibits hereto.
- 3) As between Requestor and ESO, all information in or derived from the ESO Data Set shall remain the property of ESO, and neither Requestor nor Sponsor shall have rights thereto except as provided herein.

- 4) Requestor and Sponsor acknowledge that the ESO Data Set is composed of records which have been de-identified in accordance with 45 CFR 164.502(d), and 164.514(a)-(c) of the HIPAA Privacy Rule. Requestor agrees to only accept de-identified data and not attempt to re-identify the data subjects.
- 5) Requestor agrees to limit its use of the ESO Data Set to minimum reasonably necessary consistent with the research purpose outlined in the Authorized Research Project in Exhibit A. Requestor will never use ESO Data Set data as the basis for legal, administrative or other actions that could affect an individual whose medical or personal information is included in the ESO Data Set.
- 6) In the event the ESO Data Set contains one or more narrative fields, Requestor agrees to (i) eliminate proper names and localizing information during the process of removing “extremely infrequent words or word pairs”, (ii) remove identifying information from the narrative in any qualitative quotes included in the research analysis or write-up, (iii) redact such fields if they are part of qualitative text that is quoted, and (iv) diligently refrain from divulging any stray identifying information to any third party.
- 7) Raw data from the ESO Data Set may be shared with publishers only with ESO’s express written consent.
- 8) Only the individuals listed as “Authorized Users” on Exhibit B are permitted access the ESO Data Set.
- 9) Sponsor, Requestor and Authorized Users shall safeguard the the ESO Data Set from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care, including (at a minimum) through the use of passwords and encryption. In the event of an unauthorized disclosure, Requestor will promptly notify ESO.
- 10) Any publications that rely on the ESO Data Set must include the following acknowledgement: “The content [derived] [reproduced] from this Data Set remains the property of ESO Solutions, Inc. ESO is not responsible for any claims arising from works based on the original data, text, tables, or figures.” In addition, reports produced with the use of the ESO Data Set will contain an acknowledgment, when permitted, such as: “The authors wish to express their appreciation to ESO for its assistance with the data.”
- 11) Requestor will provide results to ESO, and Requestor will allow ESO to seek final printed (or electronically reproduced, published or distributed) materials from the publisher for itself and its customers.
- 12) To the extent authorized under Texas law, ESO is not responsible for any claims arising directly or indirectly from Sponsor’s or Requestor’s use of the ESO Data Set; and Requestor and Sponsor agree to indemnify and hold harmless ESO, its employees, agents, and customers

from any and all liability or losses suffered as a result of claims, demands, costs, or judgments arising from Requestor's use of the ESO Data Set.

- 13) The term during which Requestor and Authorized Users are authorized to access the ESO Data Set pursuant hereto is one year from the last date written below (the "Term"), provided that ESO reserves the right terminate the license and rights granted hereunder at any time. The Term may be extended in ESO's sole discretion, but only by ESO's express written agreement. Upon the expiration or termination of the Term, Requestor and Sponsor will return or destroy all copies of the ESO Data Set in their respective control or possession.
- 14) Obligations of Requestor and Sponsor hereunder shall remain in full force and effect and survive the completion of the Authorized Research Project.

SPONSOR: _____
[printed name of Sponsor institution]

By: _____
[authorized signature of Sponsor institution]

Name: _____
[name of person signing for Sponsor institution]

Title: _____
[title of person signing for Sponsor institution]

Date: _____

REQUESTOR: JEFFREY L JARUS, MD
[printed name of Requestor]

[Signature]
[signature of Requestor]

Date: AUG 4, 2021

ESO SOLUTIONS, INC.

By: [Signature]
Name: J Brent Myers, MD MPH
Title: Chief Medical Officer
Date: August 3, 2021