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4.1 This Section 4 shall serve as the data use agreement between Chestnut and Licensee. Licensee may disclose and Chestnut may use Deidentified Information in the form of a Limited Data Set only in accordance with § 164.514(a) and (b) of the Health Insurance Portability and Accountability Act Privacy Rule, 45 C.F.R. Parts 160-164 (the “**Privacy Rule**”). “**Deidentified Information**” shall mean information that does not identify an individual and cannot be used to identify an individual. “**Limited Data Set**” shall mean a data set from which Licensee has removed all “**Protected Health Information**” (as defined in the Privacy Rule) for an individual, his or her relatives, employers or household members removed.

4.2 Licensee agrees to disclose and provide to Chestnut only Deidentified Information provided through its use of the Product. As a condition of using the Product, Licensee affirmatively agrees to provide all of its Deidentified Data to Chestnut and grants Chestnut an irrevocable right to use the Deidentified Data consistent with use as a Limited Data Set, including without limitation to merge the Deidentified Data with Deidentified Data from other Licensees for Chestnut’s research purposes.

4.3 Upon delivery of Licensee’s Deidentified Data, Chestnut will provide Licensee with a standard aggregate report based on the data submitted by Licensee and other licensees of the Product (the “**Output**”). Licensee will have the right to use that Output.

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4.6 Chestnut may offer to Licensee under a separate agreement enhanced analytic review of the Deidentified Data.

5. RESTRICTIONS ON USE.

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9. MISCELLANEOUS.

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

9.2 Any notice required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested with proper postage affixed to the parties at the addresses listed at the top of this Agreement or under their signatures.

9.3 If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provision was omitted.

IN WITNESS WHEREOF, the parties have executed this **WORKPLACE INCLUSION SCALE LICENSE AGREEMENT** by their duly authorized officers as of the date specified above.

CHESTNUT:

LICENSEE:

Chestnut Health Systems, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Chestnut Health Systems, Inc.
Workplace Inclusion Scale License Agreement

APPROVED FOR USE IN CALENDAR YEAR 2022 ONLY