

## Instructions for Spirometry 360™ Feedback License

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### *UW CoMotion Express License*

To complete the license, please:

1. **PRINT**  
Print the attached license agreement form.
- COMPLETE & SIGN**  
Complete the contact information, Exhibits B and C and sign the agreement.
- MAIL , FAX, or EMAIL**  
Fax, email, or send the signed agreement to:  
  
Express Licensing Program  
UW CoMotion  
University of Washington  
4545 Roosevelt Ave NE, Suite 400  
Seattle, WA 98105  
Fax: (206) 616-3322  
Email: [license@uw.edu](mailto:license@uw.edu)
- CoMotion will review the agreement, countersign it, or contact you. Once the Agreement below is signed by UW, the agreement will be sent back to you with an invoice.
- Payment: Once you receive the invoice, please mail the license fee\* to:  
  
Express Licensing Program  
UW CoMotion  
University of Washington  
4545 Roosevelt Way NE, Suite 400  
Seattle, WA 98105  
Phone (206) 543-3970  
  
*\* Remember to indicate the invoice number on your check.*
- Access to Spirometry 360 Feedback will begin after UW receives payment for the fees.

## Spirometry 360® Feedback

### Site/Multiple User License Agreement

This Spirometry 360® Feedback License Agreement ("Agreement") is entered into as of the Effective Date between \_\_\_\_\_, with its office at \_\_\_\_\_ ("ORGANIZATION") and the University of Washington, an institution of higher education and an agency of the State of Washington with its office at UW CoMotion 4545 Roosevelt Way NE, Suite 400, Seattle WA 98105 ("UW"). UW and ORGANIZATION agree as follows, effective as of the latest date upon which this Agreement is fully executed ("Effective Date"):

#### Background

UW's interactive Medical Training Resources ("iMTR") Project under the supervision of Professor James Stout, MD, MPH, is actively conducting research into methods that advance health care professionals' knowledge of procedures in order to improve the quality of patient care ("Program"). Program has developed the Feedback Reporting System ("Feedback Service"), an online software to enable over-reading for quality and feedback reports providing the means to achieve continuous quality improvement with the aim of attaining consistent, quality spirometry tests, with the number of tests performed and their accuracy are tracked based on American Thoracic Society/European Respiratory Society grading criteria. Access and program services are identified in Exhibit A ("Feedback Program Services").

The ORGANIZATION desires to make Feedback Program Services available solely to its employees of the as part of the ORGANIZATION's spirometry training and healthcare services efforts ("Training").

UW and the ORGANIZATION desire to set forth herein the terms governing the ORGANIZATION access to and use of the Program.

**NOTE: No confidential client or patient protected health information is used or exchanged in the Feedback Program Services.**

#### 1. Definitions

- 1.1. "Authorized User" or "User" means employees of the ORGANIZATION or employees of the Sites authorized by the ORGANIZATION using Devices identified in Exhibit C.
- 1.2. "Data" means de-identified examples of spirometry-related tests with information as identified in Exhibit D provided by the ORGANIZATION or its Sites to UW for the purpose of participating in the Feedback Program Services. No confidential client or patient protected health information shall be submitted to UW by the ORGANIZATION in the course of the Feedback Program Services. The de-identified "Data" may be electronically uploaded and stored on Web Service during the Term of the Agreement and accessed through the Feedback Program Services via either of the following processes:
  - a) For ORGANIZATION using a ndd Device(s), tests will be electronically uploaded via ndd software configuration, or
  - b) For ORGANIZATIONS using all other Devices, a de-identified output from the device will be required via facsimile or scanned PDF.
- 1.3. "Delivery Date" means the date the Program Contact notifies ORGANIZATION that it may

access Web Service and use the Feedback Program Services.

- 1.4. "Device" means a single diagnostic spirometer.
- 1.5. "Program Contact" means the UW technical contact identified below

Spirometry 360 Feedback Program Contact:

interactive Medical Training Resources (iMTR)

University of Washington

Box 354920

Seattle, WA 98195-4920

Email: [imtr@uw.edu](mailto:imtr@uw.edu)

Phone: 206-685-9699 Facsimile: 206-616-4623

UW may change the Program Contact information upon written notice to the ORGANIZATION.

- 1.6. "Site(s)" means street addresses, listed in Exhibit C of this Agreement, of ORGANIZATION and ORGANIZATION affiliate facilities from which Authorized Users are allowed to access the Feedback Program Services.
- 1.7. "Site User Representative" means the person listed in Exhibit C of this Agreement, or such other person or persons subsequently authorized by ORGANIZATION in writing to deploy the Feedback Program Services at the Site designated to be the primary contact for the Feedback Program Services Contact.
- 1.8. "Spirometry 360 Program Feedback" means comments and/or written communication by the Authorized User and/or the ORGANIZATION regarding the Feedback Program Services.
- 1.9. "User-Information" means comments and/or written communication by the Authorized User and/or the ORGANIZATION along with reported hours of participation by the Users as submitted to the Program in full or in partial participation of the Authorized User in the Feedback Program Services and in awarding continuing medical education credits.
- 1.10. "Web Service" means a UW's third-party cloud-based internet remote access to Feedback Service, Data storage and Feedback Program Services.

## **2. Permissions, Ownership and Acceptable and Unacceptable Uses**

- 2.1. Commencing on Delivery Date and continuing until termination of this Agreement and for so long as ORGANIZATION complies with the terms of this Agreement, UW hereby grants to the ORGANIZATION and the ORGANIZATION hereby accepts, a limited, non-transferable, non-exclusive license for Authorized Users to access Feedback Program Services via the internet, upload Data to Web Service, perform and display the Feedback Service screens, reproduce, and copy output from Feedback Program Services at the Sites solely for ORGANIZATION'S Training purposes.
- 2.2. The ORGANIZATION agrees that the foregoing permission shall not be interpreted as granting ORGANIZATION any proprietary ownership, interest or right in the Feedback Program Services either during this Agreement or upon its termination for any reason. ORGANIZATION agrees not to remove or obscure rights management markings, such as copyright or trademark notices and patent numbers, from Feedback Program Services or printouts from Feedback Program Services.
- 2.3. The ORGANIZATION shall not sublicense, sell, lend, rent, lease or otherwise transfer all or any

of its rights under this Agreement, including the right to access and use the Feedback Program Services. Authorized Users may copy or duplicate any screens or user interfaces in the Feedback Program Services for the purpose of Training, presentations and demonstrations.

- 2.4. The ORGANIZATION and Authorized Users shall use the Feedback Program Services, and access to the Web Service only for Training under the terms of this Agreement and all such uses shall be in compliance with all applicable laws and only for lawful purposes.
- 2.5. ORGANIZATION acknowledges that the purpose and objective of the Agreement is for UW to provide Feedback Program Services to the ORGANIZATION for its Training, and not for the UW to provide, either directly or indirectly, any form of treatment or care to or second opinion for any patient or person receiving care.
- 2.6. ORGANIZATION acknowledges that UW is not validating or interpreting a result obtained from using a Device. Feedback Service records the score assigned by the Authorized User for the Data submitted to the Web Service. It is the sole responsibility of Authorized Users to perform quality assessment and quality assurance over-reading for all Data submitted via Feedback Program Services.
- 2.7. The parties agree that nothing in this Agreement shall be deemed to create any form of professional relationship, including, without limitation, that of physician-patient or therapist-client, between UW and the ORGANIZATION's patients, and that the ORGANIZATION shall retain sole and exclusive responsibility and make all decisions for the care of its patients and clients. In no event shall the UW, its employees, agents, or officers provide any Feedback Program Services under this Agreement in the form of medical care, treatment or therapy to ORGANIZATION's patients or clients.
- 2.8. The ORGANIZATION is solely responsible for obtaining clearance from its internal administration for any Data submitted in the course of the Feedback Program Services. UW will not hold designated record sets as defined under the U.S. Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA"), nor medical records as defined under state law. **The ORGANIZATION is responsible for compliance with all laws, rules, and regulations applicable to its spirometry-related services. UW is not a Business Associate as defined under 45 CFR §160.103,** Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and the regulations promulgated thereunder (HIPAA Standards), including the regulations codified under Subpart E of 45 CFR Part 164). [For additional information, see also at: <http://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html>](#)
- 2.9. The ORGANIZATION is responsible for obtaining releases, permissions and or any other document that in the sole discretion of the ORGANIZATION it may require so that its Authorized Users may participate in the Feedback Program Services.
- 2.10. The ORGANIZATION further agrees not to circumvent any authentication or security requirements established by UW or to engage in any activity that in University's sole judgement, would cause harm to Web Service, the UW's computer network, including without limitation any form of hacking, interference, probing, denial of service attacks, content scraping or scanning. The ORGANIZATION understands that any such violation is a material breach of this Agreement and may result in immediate suspension of Web Service access and termination of this Agreement by UW.

- 2.11. This Agreement does not grant permission to use the trade names, identifiers, trademarks, service marks, or product names of the UW, Spirometry 360, or Spirometry Fundamentals to the ORGANIZATION, except as required for reasonable and customary use in describing the origin of the Program and the Feedback Program Services. All goodwill associated with the Program and the Feedback Program Services and UW marks and identifiers shall inure to UW. The ORGANIZATION shall not use the name "University of Washington," its logo, marks, or any abbreviation thereof to without prior written approval from UW except as otherwise expressly provided in this Agreement.

### **3. Delivery and Access; Interruptions and Feedback Program Services Resources**

- 3.1. On Delivery Date, UW shall provide Feedback Program Services to the ORGANIZATION. Access to the Feedback Program Services and the Web Service shall be controlled through an individual login and password assigned to each Authorized User.
- 3.2. Access to the Feedback Program Services and the Web Service may be interrupted for maintenance and upgrades to the Feedback Program Services and/or the Web Service. When possible, the interruptions will be announced in advance. ORGANIZATION understands and agrees that access to the Web Service and network to which it is attached is subject to interruptions due to factors beyond the control of the Program and that, despite the Program's best efforts, the Web Service and network to which it is attached may not be error free or free from viruses, malicious code or other harmful components.
- 3.3. During the term of this agreement, ORGANIZATION may submit a maximum number of tests to the Feedback Program Services as identified in Exhibit B ("Test Limit"). Once the Test Limit has been reached, new tests will not be processed but ORGANIZATION will retain access to the Feedback Program Services through the remainder of the Service Period.

### **4. Conditions and Additional Agreements**

- 4.1. The ORGANIZATION agrees that any computer from which the Web Service is accessed will have installed currently updated security and anti-virus protection software.
- 4.2. Access to the Web Service and Data and use of the Feedback Program Services are strictly limited to Authorized Users. In no event shall the ORGANIZATION permit third parties or persons who are not Authorized Users to access the Web Service or Data or to use the Feedback Program Services. The ORGANIZATION may substitute or add Authorized Users by prior written agreement with the Program Contact.
- 4.3. The ORGANIZATION shall request and implement a new password to Feedback Program Services as necessary, such as in the event of termination of an Authorized User, or if the ORGANIZATION terminates the participation of a Site.
- 4.4. The ORGANIZATION shall provide to Feedback Program Contact a list of the Authorized Users for Feedback Program Services or, if necessary, an updated list of substitute Authorized Users within 30 days of the Delivery Date.
- 4.5. The ORGANIZATION shall provide UW with 3 working days advance notice on the addition of new Sites or change to the number, location, Authorized Users, and Devices accessing Feedback Program Services for Sites identified in Exhibit C.

## **5. Debugging and Support; Feedback**

- 5.1. During the term of this Agreement, UW shall endeavor to correct program defects in and provide modifications to the Feedback Program Services. UW agrees to provide support by answering electronic or telephonic inquiries from the ORGANIZATION and Authorized Users to the Program Contact on an "as-available" basis. Under this Agreement, the entire scope and extent of the foregoing services shall not exceed the outline of activities in Exhibit A "Spirometry 360 Feedback Program Services". Additional extension of resources, programming time, additional services or access to Program personnel and resources shall be by prior written mutual agreement ("Additional Technical Services").
- 5.2. The ORGANIZATION hereby agrees that UW may contact the ORGANIZATION employees and representatives at mutually convenient times to request information on deployment of the Spirometry 360 Feedback Program Services by the ORGANIZATION to assist UW in its development of the UW iMTR Program and Feedback Program Services.

## **6. Term, Termination and Suspension**

- 6.1. The term of this Agreement shall begin on the earlier of either the Delivery Date or 7 days after the Effective Date and last a duration identified in Exhibit B as the service period ("Service Period").
- 6.2. The ORGANIZATION may terminate this Agreement at any time upon 30 business days written notice to UW. UW shall not refund any portion of the Fee received by UW for early termination.
- 6.3. UW may terminate this Agreement upon 10 business days written notice if ORGANIZATION or Site(s) materially breaches any provision of this Agreement following failure within 10 business days' of a written demand by UW to cure such breach. Program Contact may at any time suspend access to Web Service by ORGANIZATION and Sites or any Authorized User if Program Contact determines such suspension is necessary for reasons of Web Service security or protection of Feedback Program Services' materials.
- 6.4. Termination of this Agreement for any reason shall immediately terminate all rights and permissions granted to Feedback Program Services.
- 6.5. The obligation to pay Fees survives Termination of this Agreement.
- 6.6. Upon request from the ORGANIZATION and within 10 days of Termination UW shall provide the ORGANIZATION with a copy of Data that has been stored on the Web Service in an Excel® file format.
- 6.7. This Agreement may be renewed or extended to additional Sites upon prior written mutual agreement and provided UW sends ORGANIZATION an invoice for the renewal or additional Sites and ORGANIZATION's timely payment of the Fee identified in Exhibit B "Fees and Payment".

## **7. Disclaimers and Limitations**

- 7.1. The ORGANIZATION is knowledgeable about healthcare assessment and professional development and with independent means of assessing performance evaluation of Authorized Users other than the Feedback Program Services. The Feedback Program Services are not intended to be used as the sole indicator of individual or group performance for evaluation or determination of professional fitness or advancement. The Feedback Program Services are

not a substitute for independent assessment of Authorized Users by the ORGANIZATION or its Sites based on the ORGANIZATION'S independent determination of individual or group professional development plans and training recommendations, or the professional fitness for advancement for Authorized Users.

- 7.2. The ORGANIZATION agrees that the Feedback Program Services have been developed as part of and for use in research conducted at UW. The ORGANIZATION acknowledges and understands that Feedback Program Services are information tools and that any analyses, reports and other information contained in or produced by the Feedback Program Services are intended as a supplement to, and not a substitute for, the knowledge, expertise, skill and judgment of health care professionals. In no event shall the Feedback Program Services or any services provided by UW under this Agreement be considered to be any form of medical care, treatment or therapy to the ORGANIZATION or to the Sites' patients or clients.
- 7.3. THE FEEDBACK PROGRAM SERVICES ARE PROVIDED "AS-IS" AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, UW MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, ALL MATTERS WITH RESPECT TO THE FEEDBACK PROGRAM SERVICES. UW SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, LOST PROFITS, OR OTHER DAMAGES SUFFERED BY THE ORGANIZATION OR ANY THIRD PARTIES RESULTING FROM THE USE OF THE FEEDBACK PROGRAM SERVICES, INCLUDING ANY LOSS OR CORRUPTION OF DATA. IN NO EVENT SHALL UW BE RESPONSIBLE OR LIABLE FOR ANY CLAIM FOR PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS OR ANY OTHER FORM OF CONSEQUENTIAL DAMAGES ARISING FROM ANY ALLEGED BREACH OF THIS AGREEMENT BY UW. ORGANIZATION HEREBY RELEASES UW, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, FACULTY, AND STUDENTS FROM ALL CLAIMS RELATING TO THE FOREGOING.
- 7.4. The ORGANIZATION acknowledges that UW is an agency of the State of Washington and has obligations to maintain public records under RCW 42.56 et seq. If UW receives a public disclosure request for Data or Authorized User's access to the Web Service or any part thereof, UW shall notify the ORGANIZATION of the request. UW may in good faith, and at its sole discretion, respond to any such request, and in so doing, any release of information by UW that UW reasonably determines is not exempt from public disclosure shall not be deemed a breach of this Agreement.

**8. Notices**

- 8.1. Notices, requests and other communication required or permitted under this Agreement shall be in writing, shall refer specifically to this Agreement, and shall be deemed delivered upon receipt. If sent by email or facsimile (provided that a transmittal sheet indicates confirmation), or other electronic transmission, a confirmation copy will be forwarded. Any such notices, requests, and other communications shall be addressed as follows:

Official Notices to be sent to the ORGANIZATION:	Attn: _____
	Title: _____
	Address: _____
	_____
	Fax: _____
	Email: _____

Official Notices to be sent to UW: University of Washington  
UW CoMotion  
Attn: Director Innovation Development  
4545 Roosevelt Way NE, Suite 400  
Seattle, WA 98105  
Fax: 206-616-3322  
Email: [license@uw.edu](mailto:license@uw.edu)

- 8.2. UW or the ORGANIZATION, by notice, may change the address to which notice will be sent and unless so notified of a change of address all notices mailed to the ORGANIZATION or UW at the above stated address will be deemed sufficient.

## 9. Fees and Additional Technical Services and Customization

- 9.1. The ORGANIZATION shall pay to UW Fees as set forth in Exhibit B “Fees and Payment”, due and payable upon execution of this Agreement.
- 9.2. UW Deployment Support, Additional Technical Assistance and Customization as identified in Schedule A “Spirometry 360 Feedback Program Services”, will be provided with conditions:
- 9.2.1. Additional Technical Assistance and Customization will be provided by iMTR Program on an “as available” basis under the direction of the UW Program Contact. The fee shall include any expenses incurred in the course of the Additional Technical Assistance and Customization.

## 10. Indemnification

To the extent allowed by law, ORGANIZATION shall defend, indemnify, and hold harmless UW, and its officers, Feedback Program Services’ developers, employees, students, and agents, against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from ORGANIZATION’S possession and/or use of the Feedback Program Services, including but not limited to any damages, losses, or liabilities whatsoever with respect to death or injury to any person and damage to any property. This indemnification clause shall survive the termination of this Agreement.

## 11. General

- 11.1. This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Washington, United States. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington, U.S.A. ORGANIZATION accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts. The application of the United Nations Convention for contracts for the International Sales of Goods is hereby expressly excluded.
- 11.2. No omission or delay of either party hereto in requiring due and punctual fulfillment of the obligations of any other party hereto shall be deemed to constitute a waiver by such party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder. Amendments to this Agreement must be in writing, reference this Agreement, and be signed by duly authorized representatives of UW and ORGANIZATION. Headings are

provided for convenience only.

- 11.3. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.
- 11.4. This Agreement and the rights and benefits conferred upon ORGANIZATION hereunder may not be assigned or otherwise transferred by ORGANIZATION without the prior written consent of UW. This Agreement may be assigned by UW.
- 11.5. Failure of UW to perform or delay in the performance of UW's obligations under this Agreement due to any cause or event not reasonably within UW's control, including but not limited to casualty, labor disputes, failure of equipment, compliance with government authority or Act of God, shall not constitute a breach of this Agreement, and UW's performance shall be excused during such delay.
- 11.6. This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof.

UW and ORGANIZATION have executed this Agreement by their respective duly authorized representatives on the dates given below.

**For University of Washington**

**For ORGANIZATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A:**

**Spirometry 360 Feedback Program Services**

A1. Spirometry 360 Feedback Program Services shall include the following services and training resource materials with input and/or information provided by the ORGANIZATION as required to deploy UW Feedback Program Services for the Feedback Program Services

Feedback Program System	Description	Format/Notes on Feedback Program Services	Information to be Provided by the ORGANIZATION
<i>Spirometry Feedback Service</i>	<ul style="list-style-type: none"> <li>• Remote over-reading of Spirometry curves from Authorized Users</li> <li>• Reports by the Feedback Service, include reports for each Spirometry administrator designated by the ORGANIZATION or ndd EasyOne® Spirometer registered in Exhibit C. Reports will include:               <ol style="list-style-type: none"> <li>1. The number of tests submitted and how many receive passing grades.</li> <li>2. How many tests received each grade.</li> <li>3. The percentage of each error’s occurrence (ndd EasyOne® only).</li> <li>4. Test quantity and quality performance over time.</li> </ol> </li> </ul>	Secure password access - Passwords are issued by the Feedback Program Contact to Authorized Users for each Site	<ul style="list-style-type: none"> <li>- Contact information for Authorized Users;</li> <li>- Specifications for the Spirometry medical devices used by the ORGANIZATION including ndd EasyOne® serial numbers;</li> <li>- For ndd devices: UW Feedback Program Services password controlled access to the ORGANIZATION’s Microsoft™ Access™ database of Data</li> <li>- For other devices: De-identified spirometry curves from the ORGANIZATION sent to the Feedback Program Services and stored on the UW Web Service</li> </ul>
Access to UW Web Service and Data Storage	Access to UW Web Service within Feedback Program Services for the Term		
Additional Technical Services (and/or customization)	TBD	TBD	TBD

**EXHIBIT B:**

**FEES AND PAYMENT**

B1. Licensee shall pay to UW, "Fees" according to the instructions below, in the following amounts:

**B1.1. Base License Fees:**

Type of Device	Fee Per User (Authorized Users and Devices as Identified in Exhibit C)	Total Number of Users	1-3 Users	Additional User Fees (if applicable)	Total Base License Fee
ndd devices	\$1,350 up to 3 users (\$50 each additional user)		\$1,350		
Other devices	\$1,850 up to 3 Users (\$50 each additional user)		\$1,850		
				<b>Base License Fee</b>	

**B1.2. License Multiplier & Term (Select One)**

Select One	Service Period	Test Limit	License Multiplier
<input type="checkbox"/>	5 months	500 tests	1
<input type="checkbox"/>	10 months	1000 tests	2
<input type="checkbox"/>	15 months	1500 tests	3
<input type="checkbox"/>	20 months	2000 tests	4

**B1.3. Total Fees:**

Base License Fee (From B1.1)		License Multiplier (From B1.2)		Total License Fee
	X		=	

B2. Payment shall be made on the following schedule:

B.3.1 All Fees for Feedback Program Services and charges for changing Authorized Users or switching devices are payable in US Dollars full within 30 days of the invoice from UW.

B.3.2 Fees for Additional Technical Services And Customization shall be payable in two equal installments: an initial fee payable prior to the start of the Additional Technical Services or customization; and the remaining fee at the submission of Program's report of completed Additional Technical Services or customization to the ORGANIZATION.

B3. There will be an additional charge of \$100/per Device charged for moving or switching a Device to another Site or for the switching an Authorized User or Site Technical Contact during the Term of the license.

B4. Fees for changing Authorized Users or switching devices shall be invoiced by UW and are due and payable upon UW invoice. Fees for any Additional Technical Services and Customization Fees shall be negotiated by prior written mutual agreement.

B5. UW will include Licensee's Purchase Order (PO) numbers on the initial invoice if Licensee enters such PO number here: \_\_\_\_\_. For payment by Purchase Order (PO), send instructions to:

Attention: Contract Manager  
UW CoMotion, Finance and Business Operations,  
4545 Roosevelt Way NE, Suite 400  
Seattle, WA 98105-4608.  
Phone: 206-543-3970; Facsimile: 206-616-3322; Email: [ipfin@uw.edu](mailto:ipfin@uw.edu)

B6. If Fees are paid by check or purchase order (PO), make the check payable to: University of Washington. Send payment to the attention of Contract Manager, UW CoMotion, 4545 Roosevelt Way NE, Suite 400, Seattle, WA 98105-4608 Phone: 206-543-3970 Facsimile: 206-616-3322 Email: [ipfin@uw.edu](mailto:ipfin@uw.edu)

B7. There is a \$30 dollar fee for wire transfers. Instructions for a wire transfer appear on the UW invoice.

B8. Licensee Contact for invoicing: Please enter contact information for the processing of invoices by the Licensee:

<b>Licensee Administration/Finance Contact for Invoices</b>
Name:
Email:
Phone:

<b>NOTE: Sponsored Fees</b>  <b>If your Organization has been informed that its FEES will be sponsored, please insert the name of the sponsor here:</b> _____
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**EXHIBIT C:**

**Required information on ORGANIZATION & for each Site/Authorized User**

**NOTE:**  
**This information is needed for both the ORGANIZATION and for each SITE**  
**Please fill out both sets of information**

**For ORGANIZATION**

<b>Technical contact</b>  Name Title Email Phone	
Authorized User(s)  Name Title Email Phone	
Name Title Email Phone	
Mailing Address (if different than ORGANIZATION's primary address)	

**For each SITE**

<b>Site 1</b> Name of Site (Please identify the name of the Site as it is to appear in Feedback Service)	
Site street address	
Site Contact Information  Name Title Email Phone	
<ul style="list-style-type: none"> <li>• Will printed tests be submitted?</li> <li>• Who is the device manufacturer?</li> </ul>	

<p>Add EasyOne® serial number for each Device that will access the Feedback Service</p>	<p><i>(The serial number is located on bottom of device or cradle)</i></p> <p>For EasyOne®, Device # 1 (include your serial number here _____</p> <p>For EasyOne®, Device # 2 please include your serial number here _____</p> <p>For EasyOne®, Device # 3 (include your serial number here _____</p> <p>For EasyOne®, Device # 4 please include your serial number here _____</p> <p>Add additional serial numbers</p>
<p><b>Site # 2</b> Site Contact Information</p> <p>Name Title Email Phone</p>	
<ul style="list-style-type: none"> <li>• Will printed test be submitted?</li> <li>• Who is the device manufacturer?</li> </ul>	
<p>Add EasyOne® serial number for each Device that will access the Feedback Service</p>	<p><i>(The serial number is located on bottom of device or cradle)</i></p> <p>For EasyOne®, Device # 1 (include your serial number here _____</p> <p>For EasyOne®, Device # 2 please include your serial number here _____</p> <p>For EasyOne®, Device # 3 (include your serial number here _____</p> <p>For EasyOne®, Device # 4 please include your serial number here _____</p> <p>Add additional serial numbers</p>

<b>Site # 3</b> Site Contact Information Name Title Email Phone	
Add EasyOne® serial number for each Device that will access the Feedback Service	<i>(The serial number is located on bottom of device or cradle)</i> For EasyOne®, Device # 1 (include your serial number here _____ For EasyOne®, Device # 2 please include your serial number here _____ For EasyOne®, Device # 3 (include your serial number here _____ For EasyOne®, Device # 4 please include your serial number here _____ Add additional serial numbers

**Please add information/additional pages if more Sites will access the Feedback Service**

**EXHIBIT D:**

**Example of Data provided by the ORGANIZATION that shall include:**

1 2 3

Early term  Sub-max

Var flow

**Patient**

Age: 12 years  
 Gender: Female  
 Height: 165 cm.  
 Weight: 64.41 kg.  
 Ethnic: Caucasian  
 Smoker: No  
 Asthma: Yes  
 Type: Pre-Test  
 Total: 3  
 EasyWare #: 376

**Test Info**

VarFVC: 0  
 VarFEV1: 0  
 VarMax: 0.0  
 Device: NP  
 ATS: NP  
 Reviewer: UC  
 Teaching:   
 Feedback:   
 QC:   
 Review:   
 Status:

**VT Curve**

**Trials**

Rank	FVC	FEV1	BEV	FET	PEFT	Device	ATS	#
1	3.06	2.64	0.08	3.15	0.1	■	■	2
2	2.65	2.24	0.07	2.01	0.1	■	■	1
3	2.44	1.6	0.09	3.54	0.25	■	■	3

**Reviews**

**Grade**

**Comments**

Green effort is poor start for that initial blast with no peak. Then look at blue VT curve, no plateau (and a 2 sec blow-FET) show we call that early termination. Red curve is great. Can use with caution.