

**Baxter**  
**International Pressure Ulcer/Injury Prevalence Survey™**  
**Terms of Participation**

*Welcome! Please take a moment to scroll down and read these Terms of Participation.*

These Terms of Participation (“Terms”) govern participation by hospital and other healthcare facilities in the International Pressure Ulcer/Injury Prevalence Survey™ (“IPUP Survey”/“IPIP Survey”/“SPUP Survey”/“SPIP Survey”) conducted by Hill-Rom Company, Inc. and its affiliates (collectively “Baxter,” “we,” “us” or “our”), including the submission of data and access to data generated by participating facilities.

As a healthcare facility (“Facility”, “you,” “your” or “yours”), you must agree to these Terms in order to participate.

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE IPUP SURVEY. YOUR PARTICIPATION INDICATES THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO ABIDE BY THESE TERMS. IF YOU DO NOT ACCEPT THE TERMS, DO NOT PARTICIPATE.**

**Purpose.** The IPUP Survey collects data about pressure injuries in patients in order to assess the number and severity of such wounds occurring in healthcare facilities, including the minimum necessary patient characteristics and patient care information to complete the IPUP Survey. Survey data is collected from all participating facilities during a specified data collection period. Participating facilities receive a standardized report containing the data submitted by the facility as well as benchmarking data (aggregated and anonymized) derived from data submitted by other participating facilities. Participating facilities may use the data reported to assess and improve the quality of care provided in their healthcare facilities.

**Eligibility.** Facility must register and accept these Terms in order to participate. Acute care, long term care, long term acute care, and rehabilitation facilities are eligible to participate in the IPUP Survey. Such healthcare facilities may participate in the IPUP Survey whether or not the healthcare facilities are customers of Baxter or any of our affiliates. There is no requirement that such healthcare facilities purchase any products and otherwise interact with us or our affiliates. We encourage participation by all such healthcare facilities because we believe that increasing the data sources enhances the utility of the survey.

**Support.** We may, at our sole discretion, make available guides, training, real-time support or other assistance to support healthcare facilities’ participation in the IPUP Survey. Such assistance is intended to facilitate participation and ensure the integrity of the data collected.

**Data Collection.** Facility is solely responsible for the collection and submission of all data required to participate in the IPUP Survey.

**Data Submission.** You will use reasonable efforts to ensure that data submitted to the IPUP Survey is accurate and complete and complies with any standards established for collecting and submitting data to the IPUP Survey. You represent and warrant that you will transfer only the minimum necessary patient data as required to conduct the IPUP Survey and will not transfer any data that is not requested or that is not required to complete the IPUP Survey. You represent and warrant that you have the right to collect and submit the data to the IPUP Survey for use as contemplated herein and that your collection and submission of such data complies with applicable law, including all applicable privacy laws. You acknowledge and agree that participation in the IPUP Survey requires collection of data during a specified data collection period and we cannot accept data collected outside the specified data collection period.

### **Ownership and Use of Data.**

- **Facility Data.** You retain ownership of any data submitted to the IPUP Survey. You hereby grant us a non-exclusive, perpetual, irrevocable license to use, copy, distribute, publish and display the data and materials that you provide or make available to us in connection with the IPUP Survey for: (1) conduct of the IPUP Survey, including benchmarking and the preparation of reports as contemplated in these Terms, (2) product development and product and process improvements, (3) our own research, (4) communications with you and other healthcare facilities, (5) provision by Baxter to independent researchers in order to conduct their own research, and (6) any other lawful purpose. In so using and disclosing any data submitted, we will not disclose the healthcare facility providing any specific data to any third parties (other than agents operating on our behalf) unless you request us to do so or we are required to do so by applicable law. You agree, however, that we may include the name of Facility in lists of participating facilities.
- **IPUP Survey and Benchmarking Data.** We own any rights to the IPUP Survey and any modifications, improvements, or enhancements to the data submitted. We hereby grant you a non-exclusive, non-transferable, limited right to use any reports, including the benchmarking data (aggregated and anonymized) contained in the reports, for your own internal quality assurance/improvement business purposes. The reports and benchmarking data contained therein may not be resold or redistributed in any manner without our express written consent.

**No Payment for Participation.** Facility will be responsible for any and all costs associated with its participation in the IPUP Survey. In exchange for participation in the IPUP Survey and the data use license granted to us above, Baxter will provide Facility with a standardized report containing the data submitted by Facility and benchmarking data (aggregated and anonymized) derived from data submitted by other participating facilities, both during the annual data collection period. In addition, as part of the exchange, Facility also has the option to: (1) submit updated survey data for its facility one time during each survey period and receive an updated standardized report with that data also benchmarked against data submitted by other participating facilities during the annual data collection period; and (2) request specific reports based on data already submitted if responding to such requests requires *de minimis* time and subject to Baxter's resource constraints. We may fulfill requests for additional reports, data or other assistance at our sole discretion and

Facility will be charged at then current rates for our time spent in responding to the requests depending on the scope of the request.

**Conduct of the IPUP Survey.** We may, in our sole discretion, modify or terminate the IPUP Survey at any time without prior notice or liability.

**Participation in the IPUP Survey.** We reserve the right, for any reason and without prior notice or liability, to not allow you to participate in the IPUP Survey or terminate your participation in the IPUP Survey or to not to use any data submitted by you in connection with the IPUP Survey, including without limitation if you do not submit complete data or we have reason to believe that data you have submitted is false.

**Disclaimers.** Baxter makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of any reports or other data provided and assumes no responsibility for any errors or omissions therein. Without limiting the generality of the foregoing, you expressly acknowledge and agree that reports and other data provided to you are based on data you and other facilities have submitted and Baxter does not verify the accuracy or completeness of such data. In addition, Baxter makes no guaranty or warranty about the number of other participating facilities or quality of data submitted. Any reports, including the data provided therein, or any other data provided are provided for is for informational purposes only and does not constitute clinical or other advice.

**LIMITATION OF LIABILITY.** ANY REPORTS OR OTHER DATA PROVIDED ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT ARE SPECIFICALLY DISCLAIMED. NEITHER BAXTER NOR ITS AFFILIATES, EMPLOYEES, OR AGENTS SHALL BE LIABLE FOR ANY LOSS IN CONNECTION WITH YOUR PARTICIPATION IN THE IPUP SURVEY OR RESULTING FROM USE OF ANY REPORTS OR OTHER DATA PROVIDED, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Changes to Terms.** We may change these Terms at any time for any reason, including without limitation responding to changes in applicable law. The most current version will always be posted on the IPUP Survey website. If a change is material, we may, but are not obligated to notify you in advance by email. These changes will be effective when publicly posted. Once our new terms are effective, if you continue to participate in the IPUP Survey, you indicate your agreement to be bound by the updated terms. If you do not agree to any changes made to the terms, you should stop participating in the IPUP Survey.

**Other Terms.**

- Your use of our website is subject to the Baxter Terms of Use located at <https://www.baxter.com/terms-use>, which is hereby incorporated by reference in its entirety.
- Your use of our website in connection with your participation in the IPUP Survey may involve the transmission to us of certain personal information. Our policies with respect to the collection and use of personal information are governed according to our Privacy Policy, located at <https://www.baxter.com/policies-positions/global-privacy-policy>, which is hereby incorporated by reference in its entirety.
- In the event of a conflict between these Terms and the Baxter Terms of Use or the Privacy Policy, these Terms will govern.

**Miscellaneous.** These Terms and any action related thereto will be governed by the laws of the United States of America and the State of Illinois without regard to its conflicts of laws principles. Any legal action or proceeding related to this website shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Illinois. Our failure to act on or enforce any provision herein shall not be construed as a waiver of that provision or any other provision in these Terms. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, these Terms constitute the entire agreement between you and us with respect to the IPUP Survey and supersedes all prior agreements with respect thereto. The section headings are provided merely for convenience and shall not be given any legal import. These Terms will inure to the benefit of our successors, assigns, licensees, and sublicensees.