

Master Platform Agreement (Template)

Operator terms: data ownership, portability, service levels, and limits on suspension.

1. Definitions

“Operator Data” means all data submitted to, generated within, or derived from Operator’s use of the Platform, including resident records, workforce records, census, financial, and compliance data, together with all metadata and audit records relating to that data.

“Operating Record” means the reconciled, operator-governed record assembled by the Platform from Operator Data and connected source systems.

“Platform” means the SeniorCRE operator-controlled operating infrastructure for senior housing & care, including its interfaces, APIs, and documentation.

2. Ownership of Operator Data

Operator retains all right, title, and interest in Operator Data. SeniorCRE acquires no ownership interest and takes only the limited license necessary to host, process, secure, and return that data, and to perform the services Operator has requested.

SeniorCRE will not sell Operator Data, will not license it to third parties, and will not use identifiable Operator Data to train models made available to other customers without a separate, revocable, written authorization from Operator.

3. Portability and Exit

Operator may export Operator Data at any time during the term and for at least ninety (90) days after termination, in machine-readable formats, at no additional charge and without a support ticket, contract amendment, or exit fee.

Exports include the underlying records, the reconciliation lineage, and the audit log. On written request, SeniorCRE will certify deletion of remaining copies within thirty (30) days after the export window closes, subject to legal retention obligations.

Export access is not contingent on account standing. A billing dispute does not suspend the right of export.

4. Service Levels

SeniorCRE publishes availability objectives, planned-maintenance windows, and incident-communication commitments. Where measured objectives are not yet established for a capability, that capability is documented as pre-production and is excluded from service-level credits.

- Availability objective and measurement window published and versioned.
- Incident notification to named Operator contacts within the published window.
- Root-cause summary provided for severity-one incidents.

- Service credits, where applicable, applied without requiring Operator to request them.

5. Limits on Suspension

SeniorCRE may suspend access only for (a) a documented security threat, (b) a legal prohibition, or (c) material non-payment following written notice and a cure period.

Suspension may never be used to obtain commercial advantage, to prevent migration to another vendor, or to influence a renewal negotiation. Every suspension requires a written justification memorandum recorded with the Data Access Review Board and made available to Operator.

Individual access to a resident's own record, and treatment or care-coordination exchange, are never suspended.

6. Security, Privacy, and Subprocessors

SeniorCRE maintains administrative, physical, and technical safeguards appropriate to protected health information, maintains a current subprocessor list, and provides advance notice of material subprocessor changes.

Where a certification or attestation is in progress rather than complete, its status is disclosed rather than implied.

7. Term, Fees, and Termination

Fees, term, and renewal mechanics are set out in the applicable order form. Renewal price changes require advance written notice. Operator may terminate for uncured material breach, and in that event receives a pro-rated refund of prepaid, unused fees.

8. General

Confidentiality, indemnification, limitation of liability, insurance, governing law, and dispute-resolution terms are negotiated in the order form and incorporated by reference.

This document is a publicly published template made available for evaluation, legal review, and negotiation. It is not legal advice, is not an executed agreement, and creates no obligation until signed by authorized representatives of both parties. Counsel should adapt jurisdiction-specific terms before execution.