

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into as of the Effective Date below between the Covered Entity identified below ("Covered Entity") and Coviant io LLC ("Business Associate"), and supplements any underlying services agreement between the Parties (the "Underlying Agreement"). This BAA is intended to comply with the Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH Act and the HIPAA Omnibus Rule (collectively, "HIPAA").

Parties and Effective Date

Effective Date:

Covered Entity Legal Name:

Covered Entity Address:

Covered Entity NPI:

1. Definitions.

Capitalized terms used but not otherwise defined in this BAA shall have the meanings set forth in 45 C.F.R. Parts 160 and 164, including "Breach," "Protected Health Information" ("PHI"), "Electronic Protected Health Information" ("ePHI"), "Designated Record Set," "Required by Law," "Secretary," "Security Incident," and "Unsecured PHI."

2. Permitted Uses and Disclosures.

(a) Business Associate may Use or Disclose PHI only as necessary to perform the services set forth in the Underlying Agreement, as Required by Law, or as otherwise permitted by this BAA.

(b) Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities. Business Associate may Disclose PHI for such purposes only if: (i) the Disclosure is Required by Law; or (ii) Business Associate obtains reasonable assurances from the recipient that the PHI will be held confidentially and used or disclosed only as Required by Law or for the purposes for which it was disclosed, and the recipient will notify Business Associate of any Breach.

(c) Business Associate may de-identify PHI in accordance with 45 C.F.R. § 164.514(b) and use such de-identified information for product improvement, analytics, and training of Business Associate's services.

(d) Business Associate shall not Use or Disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures permitted in this Section 2.

3. Obligations of Business Associate.

Business Associate agrees to:

(a) not Use or further Disclose PHI other than as permitted or required by this BAA or as Required by Law;

(b) use appropriate administrative, physical, and technical safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent Use or Disclosure of PHI other than as provided for by this BAA;

(c) report to Covered Entity any Use or Disclosure of PHI not provided for by this BAA of which it becomes aware, including any Breach of Unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware;

(d) in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees to substantially the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI;

(e) make PHI in a Designated Record Set available to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524;

(f) make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures necessary to satisfy Covered Entity's obligations under that section;

(g) maintain and make available the information required to provide an accounting of Disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;

(h) to the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations; and

(i) make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of determining compliance with HIPAA.

4. Breach Notification.

Business Associate shall notify Covered Entity of any Breach of Unsecured PHI without unreasonable delay, and in no case later than sixty (60) calendar days after discovery. Such notice shall include, to the extent known:

(i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed; and (ii) the information required under 45 C.F.R. § 164.410(c).

5. Obligations of Covered Entity.

Covered Entity shall: (a) notify Business Associate of any limitation in its notice of privacy practices under 45 C.F.R. § 164.520 to the extent such limitation may affect Business Associate's Use or Disclosure of PHI; (b) notify Business Associate of any changes in, or revocation of, authorization by an individual to Use or Disclose PHI; and (c) notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522.

6. Term and Termination.

(a) Term. This BAA shall be effective as of the Effective Date and shall terminate upon the earlier of: (i) termination of the Underlying Agreement, or (ii) termination by either Party as provided in this Section 6.

(b) Termination for Cause. Upon a material breach of this BAA by a Party, the non-breaching Party shall provide written notice and an opportunity to cure within thirty (30) days. If the breach is not cured within that period, the non-breaching Party may terminate this BAA and, if feasible, the Underlying Agreement.

(c) Return or Destruction of PHI. Upon termination of this BAA, Business Associate shall, if feasible, return or destroy all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. If return or destruction is not feasible, Business Associate shall extend the protections of this BAA to such PHI and limit further Uses and Disclosures to those purposes that make return or destruction infeasible.

7. Miscellaneous.

(a) Regulatory References. References to sections of the HIPAA Rules shall be deemed to refer to the section as in effect or subsequently amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with HIPAA.

(c) Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA.

(d) No Third-Party Beneficiaries. Nothing in this BAA is intended, or shall be deemed, to confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

(e) Survival. The obligations of Business Associate under Section 6(c) shall survive termination of this BAA.

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the Effective Date.

BUSINESS ASSOCIATE — COVARIANT IO LLC

Signature

Printed Name:

Title:

Date:

COVERED ENTITY

Signature

Printed Name:

Title:

Date: