

GREATLAND HIPAA BUSINESS ASSOCIATE ADDENDUM

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the “**BAA**”) is made by and between you (“**Covered Entity**” or “**you**”), and Greatland Corporation (“**Business Associate**”, “**we**”, “**us**”, or “**our**”) (each a “**Party**” and collectively the “**Parties**”). This BAA is effective only if and to the extent that Business Associate provides services to Covered Entity that are subject to HIPAA (as hereinafter defined).

BACKGROUND.

In providing the services set forth in the End-User License and Services Agreement (the “**Services**”), we may create, receive, maintain or transmit health plan information that is regulated as protected health information (“**PHI**”), including electronic protected health information (“**EPHI**”), under the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”). When working with your PHI, we will protect the information consistent with our obligations as a “business associate” under HIPAA and as set forth in this BAA.

DEFINITIONS.

Terms used, but not otherwise defined, in this BAA, including non-capitalized terms, shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), or the HIPAA Rules. Following are some of the key terms of this BAA.

- (a) “**Individual**” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- (b) “**Minimum Necessary**” shall have the same meaning as “minimum necessary” described in 45 C.F.R. § 164.502(b).
- (c) “**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and Part 164, Subparts A and E.
- (d) “**Security Rule**” shall mean the Security Standards for the Protection of EPHI at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- (e) “**Breach Notification Rule**” shall mean the Standards for Notification in the Case of Breach of Unsecured Protected Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- (f) “**HIPAA Rules**” shall mean the Privacy Rule, Security Rule, and Breach Notification Rule, collectively.
- (g) “**Protected Health Information**” or “**PHI**” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, but shall be limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (h) “**Electronic Protected Health Information**” or “**EPHI**” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, but shall be limited to the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
- (i) “**Secretary**” shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- (j) “**Security Incident**” shall have the same meaning as “security incident” in 45 C.F.R. § 164.304.

(k) “**Subcontractor**” shall have the same meaning as “subcontractor” in 45 C.F.R. § 160.103.

USE OF YOUR PHI.

- (a) Except as otherwise limited in this BAA, we may use or disclose your PHI for the purposes of performing the Services for, or on behalf of, you. In doing so, we will not use your PHI in any way that would violate HIPAA if done by you. All uses and disclosures of PHI will comply with the Minimum Necessary requirements under the Privacy Rule.
- (b) In performing the Services, we will comply with all Privacy Rule requirements that would apply to you if you were performing such Services. We may also use your PHI for our own proper management and administration, and to carry out our legal responsibilities, but will only disclose your PHI for these purposes if required by law or if the recipient agrees (1) to keep the information confidential, (2) only to use or disclose the information as required by law or for the purpose for which the information was disclosed to the recipient, and (3) to notify us of any instances in which the confidentiality of the information has been breached. We may also provide data aggregation services to you as permitted under HIPAA regulations at 45 CFR § 164.504(e)(2)(i)(B).
- (c) We may de-identify PHI in accordance with the requirements outlined in the Privacy Rule; provided that the de-identified PHI meets the standard and implementation specifications for de-identification under 45 CFR § 164.514; and provided that:
- (1) We shall not, under any circumstances, re-identify, or attempt to re-identify, de-identified PHI, unless:
 - i. As directed in writing by you for your own treatment, payment or health care operations activities;
 - ii. For public health activities or purposes as described in 45 CFR § 164.512(b);
 - iii. For research, as defined at 45 CFR § 164.501, conducted in accordance with 45 CFR Part 46 requirements;
 - iv. For reidentification of deidentified PHI for testing, analysis, or validation of deidentification, or related statistical techniques, if such re-identification is subject to a contract that bans any other use or disclosure of the reidentified information and requires the return or destruction of the information that was reidentified upon completion of the contract; or
 - v. If otherwise required by law.
 - (2) We will not sell or license de-identified data derived from PHI. Unless the disclosure is required by law, we will not further disclose de-identified data derived from PHI to any third party, unless we receive reasonable assurances that such third party agrees in writing to the same or stricter restrictions and conditions with respect to the de-identified PHI that apply to us pursuant to this BAA; except that we may without contractual restrictions disclose high-level health information in an aggregated form that does not describe any information about a specific individual, is not susceptible to re-identification, and does not reference Covered Entity.

Data that has been de-identified will no longer be subject to the terms of this BAA.

OUR OBLIGATIONS WITH RESPECT TO YOUR PHI.

- We will not use or further disclose your PHI other than as permitted or required by this BAA or as required by law.
- We will use appropriate safeguards to prevent use or disclosure of your PHI other than as provided for by this BAA, including administrative, physical and technical safeguards that reasonably and appropriately

protect your EPHI consistent with the requirements of the HIPAA Security Rules at 45 CFR Part 164, Subpart C.

- We will obtain reasonable assurances that any agent, including a Subcontractor, to whom we provide your PHI agrees in writing to the terms of a HIPAA business associate agreement that contains the same restrictions and conditions that apply through this BAA to us with respect to such information.
- We will access or request only the minimum amount of your PHI necessary, consistent with HIPAA restrictions.
- We will mitigate, to the extent practicable, any harmful effect that is known to us of a use or disclosure of your PHI by us in violation of the requirements of this BAA.
- We will keep a record of all Security Incidents involving your EPHI of which we become aware and report to you any successful Security Incidents upon your request. Notwithstanding the above, the Parties acknowledge and agree that this constitutes notice by us to you of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents for which no additional notice to System will be required. “Unsuccessful Security Incidents” means pings and other broadcast attacks on our firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of your PHI.
- In addition, we will report, following discovery and without unreasonable delay, any Breach of Unsecured PHI, as these terms are defined by the Breach Notification Rule. We shall reasonably cooperate with you in investigating and analyzing the Breach and in meeting your obligations under the Breach Notification Rule.
- We will report to you as soon as practicable any acquisition, access, use or disclosure of your PHI not provided for by this BAA of which we become aware, including the names of individuals whose information is involved and such further information necessary for you to determine whether you have a notification duty under HIPAA or other applicable law.
- Upon your request, we will make available information to enable you to respond to requests for an accounting of disclosures under 45 CFR § 164.528. If we maintain a Designated Record Set, upon your request we will also make available information needed for you to respond to a request for access under 45 CFR § 164.524 and amendment to your PHI as required under 45 CFR § 164.526. We agree to document such disclosures of PHI and information related to such disclosures as would be required for you to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- We will not make any communications to participants in your health plan in violation of HIPAA’s restrictions on marketing. Nor will we directly or indirectly receive or provide any remuneration in exchange for your PHI in violation of HIPAA regulations.
- We will make our internal practices, books, and records relating to our use and disclosure of your PHI available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining your compliance with the HIPAA regulations.

YOUR OBLIGATIONS TO US.

- (a) You are solely responsible for complying with HIPAA requirements with respect to PHI in your possession, including PHI that you process with software that we provide to you. If we grant you access to our systems, you are responsible (1) for safeguarding user IDs, passwords or any other credentials used to access our systems, and (2) for complying with our security practices when accessing our systems. You will immediately notify us if you believe you have suffered a security breach.
- (b) You will notify us of any limitation(s) in your Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent such limitations affect our use or disclosure of PHI.

- (c) You will notify us of any changes in, or revocation of, permission by an Individual to use or disclose PHI, if and to the extent such changes affect our use and disclosure of PHI.
- (d) You will obtain our permission before agreeing to or implementing any limits or restrictions on use or disclosure of PHI that would affect our ability to provide the Services. We are not required to agree to any restrictions that would result in additional costs or burdens for us.
- (e) You will not ask us to use or disclose PHI in any way prohibited under HIPAA. You also warrant that you have the right under applicable law to share PHI with us so that we may provide our services. Any violation of your obligations is subject to the indemnification obligations set forth in the End-User License and Services Agreement.

TERMS AND TERMINATION.

- (a) We will be bound by this BAA and our obligations to you will be effective for as long as we maintain your PHI.
- (b) A breach by either party of any provision of this BAA will constitute a material breach of the BAA and will provide grounds for immediate termination of the BAA and your use of the Services under the EULA by the non-breaching party. Notwithstanding the foregoing, if a Party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the party's obligations under the provisions of this BAA or another arrangement and does not terminate the BAA pursuant to the foregoing sentence, then the breaching party will take reasonable steps to cure such breach or end such violation, as applicable. If the breaching party's efforts to cure such breach or end such violation are unsuccessful, the non-breaching party will either (i) terminate this BAA, if feasible or (ii) if termination of the BAA is not feasible, report the breaching party's breach or violation to the Secretary.
- (c) Once our relationship terminates, we will continue to maintain your information for as long as necessary for management and administration purposes and as required by law, and thereafter we will destroy the information. We shall continue to protect your PHI as required by this BAA until it is destroyed.

MISCELLANEOUS.

- (a) IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, DATA, REVENUE, BUSINESS OPPORTUNITY, OR BUSINESS ADVANTAGE) EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS ON LIABILITY SET FORTH IN THE END-USER LICENSE AND SERVICES AGREEMENT ENTERED INTO BETWEEN THE PARTIES SHALL APPLY TO ANY COSTS, DAMAGES, OR CLAIMS ARISING FROM A BREACH OF THIS BAA.
- (b) We, in furnishing Services to you, are acting as an independent contractor, and we have the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by us under this BAA. We are not acting as an agent for you, except as expressly authorized in this BAA.
- (c) This BAA establishes our obligations with respect to information that is regulated as your PHI under HIPAA. The scope of these obligations is intended to be consistent with the obligations imposed upon a "business associate" under HIPAA and any ambiguity in this BAA will be resolved in a manner that permits you and us to comply with HIPAA. This BAA does not create any rights or obligations that do not otherwise

exist under HIPAA and does not create any rights in any third parties. This BAA supersedes all prior HIPAA business associate agreements that we have entered into with your organization for the Services.

- (d) In the event that a provision of this BAA is contrary to a provision of an underlying agreement or agreements under which you disclose PHI to us, the provision of this BAA shall control. Otherwise, this BAA shall be construed under, and in accordance with, the terms of such underlying agreement or agreements between the Parties.

This BAA is effective on the date that Business Associate first receives PHI from or on behalf of Covered Entity pursuant to the End-User License and Services Agreement.

Version Date: May 19, 2021