

BUSINESS ASSOCIATE AGREEMENT AND QUALIFIED SERVICE ORGANIZATION AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT AND QUALIFIED SERVICE ORGANIZATION AGREEMENT** (“Business Associate Agreement”) is made by and between **AUTONOTES AI, LLC** (“Business Associate”), and

COVERED ENTITY (listed below or as noted during the installation or licensing onboarding process):

LEGAL NAME (BUSINESS OR PERSON)	
MAILING ADDRESS	
CITY, STATE ZIP	
EMAIL ADDRESS	

Covered Entity and Business Associate may each be referred to in this Business Associate Agreement as a “Party” individually and as “Parties” collectively.

EFFECTIVE DATE: This Business Associate Agreement shall be deemed effective as of the date Covered Entity’s acceptance as noted in Section 10 (the “Effective Date”).

RECITALS

WHEREAS, Business Associate and Covered Entity have entered into one or more agreements or arrangements whereby Business Associate provides services for and on behalf of Covered Entity (the “Service Agreement(s)”) that may involve the use or disclosure of Protected Health Information (“PHI”) (defined below) (the “Services”), which is protected by state and federal law.

WHEREAS, both Parties desire to safeguard PHI consistent the applicable requirements of: (i) the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the final regulations promulgated pursuant to the Health Information Technology for Economic and Clinical Health Act (“HITECH”), as part of the American Recovery and Reinvestment Act of 2009, and the Privacy Rule, Security Rule and Breach Notification Rule (each defined below) promulgated thereunder (collectively “HIPAA Rules”); and (ii) the Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2 (collectively, “Part 2”).

WHEREAS, Business Associate is also a Qualified Service Organization (“QSO”) under Part 2 and must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Breach Notification, Data Aggregation, Designated Record Set, De-Identified Information, Disclosure (Disclose), Electronic Protected Health Information, Electronic Transactions Rule, Enforcement Rule, Genetic Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Sale, Secretary, Security Incident, Security Rule, Subcontractor, Transaction, Unsecured Protected Health Information, and Use.

Specific Definitions:

- 1.1 “Breach” shall have the same meaning given to such term in 45 C.F.R. § 164.402 and applicable State breach notification laws.
- 1.2 “Breach Notification Rule” shall mean the rule related to breach notification for Unsecured Protected Health Information codified at 45 C.F.R. Parts 160 and 164, subpart D.
- 1.3 “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 C.F.R. § 160.103, and shall be specifically referenced as such in this Business Associate Agreement.
- 1.4 “Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 C.F.R. § 160.103, and shall be specifically referenced as such in this Business Associate Agreement.
- 1.5 “Designated Record Set” shall have the same meaning given to such term in 45 C.F.R. § 164.501.
- 1.6 “Electronic Protected Health Information” or (“EPHI”) shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that Business Associate creates, receives, maintains or transmits from or on behalf of Covered Entity.
- 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
- 1.8 “HITECH ACT” shall mean the Health Information Technology for Economic and Clinical Health Act.
- 1.9 “Individual” shall have the same meaning given to such term 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).
- 1.10 “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. Parts 160 and 164, subparts A and E.
- 1.11 “Protected Health Information” or (“PHI”) shall have the meaning given to such term in 45 C.F.R. § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- 1.12 “Required By Law” shall have the same meaning given to such term in 45 C.F.R. § 164.103.
- 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- 1.14 “Security Incident” shall have the same meaning given to such term in 45 C.F.R. § 164.304.
- 1.15 “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 C.F.R. Parts 160 and 164, subparts A and C.
- 1.16 “Unsecured PHI” shall have the same meaning given to such term in 45 C.F.R. § 164.402.

Unless otherwise specified in this Business Associate Agreement, all terms used but not otherwise defined in this Business Associate Agreement shall have the meaning as those terms in the HIPAA Rules or Part 2. If more than one BayMark-affiliated entity is a party to this Business Associate Agreement, Covered Entity, as used in this Business Associate Agreement, shall collectively refer to each such entity.

2. Permitted Uses and Disclosures of Business Associate.

- 2.1 Permitted Uses and Disclosures of PHI. Business Associate may use and disclose PHI only for the following purposes:
- (a) Business Associate may only use and disclose PHI necessary to perform functions, activities or services for, or on behalf of Covered Entity, as specified in the Service Agreement(s), except as provided in Sections 2.1(b)-(f) below.
 - (b) Except as otherwise limited in this Business Associate Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. The Business Associate may engage subcontractors to perform services under this Agreement, provided that such subcontractors agree to comply with the same restrictions and conditions that apply to the Business Associate with respect to PHI.
 - (c) *Reporting Violations.* Business Associate may use and disclose PHI as Required By Law, including using PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).
 - (d) *Use and Disclosure for Management and Administration.* Business Associate may use and disclose PHI for the proper management and administration of its business, the Agreement, and to carry out the legal responsibilities of Business Associate; however, Business Associate may only disclose PHI for such purposes if the disclosure is (i) Required By Law or (ii) Business Associate obtains reasonable assurances from any recipient of such PHI that (a) the PHI will remain confidential and be used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the recipient, and (b) the recipient will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI was breached.
 - (e) *Data Aggregation.* Pursuant to a Service Agreement or at the written direction of Covered Entity only, Business Associate may provide data aggregation services relating to the health care operations of Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).
 - (f) *De-identification.* Pursuant to a Service Agreement or at the written direction of Covered Entity only, Business Associate may de-identify PHI in accordance with 45 C.F.R. § 164.514 and may use and disclose de-identified information, provided that any such use or disclosure is consistent with applicable law.

3. Privacy Rule Obligations and Activities of Business Associate. Business Associate agrees to:

- 3.1 Limitation on Disclosure. Not use or disclose PHI other than as permitted or required by this Business Associate Agreement, the Service Agreement(s), or as Required By Law, including if done by Covered Entity. Business Associate shall not use or disclose PHI in a manner that would violate the Privacy Rule or Subpart E of 45 C.F.R. Part 164, if done by Covered Entity, unless expressly permitted to do so pursuant to the Privacy Rule and this Business Associate Agreement.
- 3.2 Third Party Requests. If Business Associate receives a court order, subpoena or other request for information related to Covered Entity (the "Request"), Business Associate will immediately notify Covered Entity unless prohibited by the Request. In addition, Business Associate will not release any information pursuant to the Request until Business Associate first gives Covered Entity the opportunity to object. If Covered Entity lodges an objection to the Request, Business Associate will not release any of the requested information until the objection is resolved by agreement between Covered Entity and the requesting party or final court order.
- 3.3 Minimum Necessary. In accordance with HIPAA's Minimum Necessary standard, Business Associate shall make reasonable efforts to ensure that its access to PHI in connection with its services for the Covered Entity shall be limited to the minimum necessary information to accomplish the intended purpose of any particular

use, disclosure, or request. Further, Business Associate shall support any determinations it makes with respect to the Minimum Necessary standard with a rational justification that, as applicable, (i) reflects the technical capabilities of the Business Associate and (ii) factors in relevant privacy and security risks. Business Associate shall record and maintain documentation of all such determinations consistent with reasonable recordkeeping practices and the HIPAA Rules.

- 3.4 Compliance Program. Develop and maintain a comprehensive written health information privacy and security program that implements: (i) appropriate policies, procedures, and protections as required by the Privacy Rule; (ii) appropriate Administrative (45 C.F.R. § 164.308), Physical (45 C.F.R. § 164.310), and Technical (45 C.F.R. § 164.312) Safeguards (collectively, the “Safeguards”) as required by the Security Rule; (iii) appropriate policies, procedures, and protections to implement and document such Safeguards as required by 45 C.F.R. § 164.316; and (iv) appropriate policies, procedures, and protections to protect substance abuse treatment information as required by 42 C.F.R. Part 2.
- 3.5 Appropriate Safeguards. Use appropriate Safeguards to prevent use or disclosure of PHI other than as permitted by this Business Associate Agreement, the Service Agreement(s), and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by the Agreement.
- 3.6 Obligations on Behalf of Covered Entity. To the extent Business Associate carries out an obligation for which Covered Entity is responsible under the Privacy Rule, Business Associate must comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation.
- 3.7 Reporting of Improper Use or Disclosure. Report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI that is not permitted this Business Associate Agreement of which Business Associate becomes aware within a reasonable time, not exceeding fifteen (15) business days of Business Associate’s actual discovery of such use or disclosure.
- 3.8 Mitigation. Promptly mitigate, to the greatest extent practicable, any harmful effects known to Business Associate of any use or disclosure of PHI by Business Associate, or Business Associate employees, agents or subcontractors, in violation of the requirements of the HIPAA Rules, the Service Agreement(s), or this Business Associate Agreement. Business Associate shall promptly thereafter provide Covered Entity with a written report of the issues and corresponding actions taken by Business Associate.
- 3.9 Business Associate’s Subcontractors. Require, consistent with 45 C.F.R. § 164.502(e)(1)(ii), and 164.308(b)(2), that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate, to sign a written agreement that (i) binds such Subcontractors to substantially similar restrictions and conditions that apply to Business Associate pursuant to this Business Associate Agreement with respect to such PHI, and (ii) requires Subcontract to comply with the Security Rule with respect to EPHI. If Business Associate becomes aware of a pattern of activity or practice of a Subcontractor that constitutes a material violation of the Subcontractor’s obligations under the written agreement between the parties, Business Associate agrees to take reasonable steps to cure or end the violation, and if such steps are unsuccessful, terminate the agreement, if feasible, in accordance with the requirements of HIPAA. Business Associate agrees that it is responsible for the acts and omissions of its agents and Subcontractors as if they were Business Associate’s own acts and omissions.
- 3.10 Government Access to Records. Make available all internal records, books, agreements, policies, and procedures relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, to the Secretary and Covered Entity for purposes of determining Business Associate’s or Covered Entity’s compliance with the HIPAA Rules and 42 C.F.R. Part 2, as applicable.
- 3.11 Access and Amendment to PHI. Only to the extent Business Associate agrees to maintain PHI in a Designated Record Set on behalf of Covered Entity, provide access to such PHI to Covered Entity, and in the time and manner reasonably designated by Covered Entity, in order for Covered Entity to meet its obligations under the Privacy Rule at 45 C.F.R. § 164.524.

- (a) In addition to the above, a Covered Entity may request to conduct a limited audit of its PHI stored with the Business Associate when it reasonably believes stored with Business Associate has been disclosed in violation of this Business Associate Agreement. Covered Entity must first provide Business Associate with at least 20 days' prior written notice to Business Associate, which specifies exactly which of its PHI have been disclosed. To the extent possible, the audit will be conducted remotely to diminish the possibility of business disruption and access to other confidential information.
 - (b) If an Individual submits a request for access directly to Business Associate, Business Associate shall notify Covered Entity in writing within five (5) business days of receiving such request. The information shall be provided to Covered Entity in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form.
 - (c) Within a reasonable period of time after its receipt of written notice from Covered Entity, Business Associate shall also make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to the Privacy Rule, at the request of Covered Entity, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.
 - (d) If an Individual requests an amendment of PHI directly from Business Associate or its Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) business days of receiving such request. Any denial of amendment of PHI maintained by Business Associate or its Subcontractors shall be the responsibility of Covered Entity.
 - (e) If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.
- 3.12 Documentation Disclosures. Maintain and make available the information required to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 3.13 Accounting of Disclosures. Upon written request, make available within ten (10) business days information collected in accordance with Section 3.12 of this Business Associate Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If an Individual submits a request for an accounting of disclosures of PHI directly to Business Associate or its Subcontractors, Business Associate shall provide a copy of such request to Covered Entity, in writing, within five (5) business days of Business Associate's receipt of such request.
- 3.14 Prohibition on the Sale of PHI. Except as permitted under 45 C.F.R. § 164.502(a)(5)(ii), Business Associate agrees that it shall not directly or indirectly receive remuneration in exchange for PHI from or on behalf of the recipient of such PHI.
- 3.15 Prohibition on Marketing. Business Associate is prohibited from using or disclosing PHI in violation of the marketing prohibitions set forth under HIPAA.
- 3.16 Prohibition on Fundraising. Business Associate shall not use or disclose PHI for fundraising in violation of the fundraising prohibitions set forth under HIPAA.
- 3.17 Prohibition on Genetic Information. Not Use or Disclose Genetic Information for underwriting purposes in violation of the HIPAA Rules.
- 3.18 Electronic Transaction Rule. Comply with the Electronic Transaction Rule and any applicable corresponding requirements adopted by HHS with respect to any Electronic Transactions conducted by Business Associate on behalf of Covered Entity in connection with the services provided under this Business Associate Agreement.

- 3.19 Notice of Privacy Practices. Abide by the limitations of Covered Entity's Notice of Privacy Practices. Any use or disclosure permitted by this Business Associate Agreement may be amended by changes to Covered Entity's Notice of Privacy Practices.

4. Security Rule Obligations of Business Associate. Business Associate shall:

- 4.1 Compliance with the Security Rule. Comply with the Security Rule with respect to EPHI, and have in place reasonable and appropriate Administrative, Physical, and Technical Safeguards to protect the Confidentiality, Integrity, and Availability of EPHI and to prevent use or disclosure of EPHI other than as permitted by this Business Associate Agreement, the Service Agreement(s), or as Required By Law. To the extent feasible, Business Associate shall also use commercially reasonable efforts to secure PHI through technology standards that render such PHI unusable, unreadable, and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with guidance established by DHHS at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by DHHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection or encryption of identifiable data such as PHI.
- 4.2 Security Incident. Report any Security Incident within three (3) business days of becoming aware of such incident. Separate from the requirements related to Security Incident reporting, Business Associate shall also make the reports set forth below in Section 6, Breach Notification.

5. Covered Entity's Obligations

- 5.1 Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

6. Breach Notification (Federal and State) Rule Obligations of Business Associate.

- 6.1 If Business Associate discovers a Breach of PHI, the Business Associate shall, following the discovery of the Breach of Unsecured PHI, notify the Covered Entity of such breach in accordance with this Section. In complying with the Section, and notwithstanding Business Associate's obligations pursuant to the applicable sections in Section 3 and Section 4.2 of this Business Associate Agreement, the following shall apply:
- (a) *System for Discovery and Reporting of Breach.* Business Associate shall implement reasonable systems for the discovery and immediate reporting to Covered Entity of any Breach of Unsecured PHI.
- (b) *Notification Requirement.* To the extent Business Associate accesses, retains, modifies records, stores, destroys or otherwise holds, uses or discloses Unsecured PHI, Business Associate shall, following the discovery of a Breach of Unsecured PHI, immediately, but no later than five (5) business days, notify Covered Entity in writing of any such Breach.
- (c) *Discovery of Breach.* For purposes of reporting a Breach to Covered Entity, the discovery of a Breach will be deemed to occur as of the first day on which such Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to any person (other than the person committing the Breach) who is an employee, director, officer, or other agent of Business Associate.
- (d) *Contents of Notification.* Any notice referenced above in Section 6.1(b) of this Business Associate Agreement will include, to the extent known to the Business Associate, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during such Breach, as well as the information, to the extent known by Business Associate, that Covered Entity is required to include in its notification to the individual pursuant to the Breach Notification Rule or applicable State data breach notification laws. Business

Associate will also provide (on a continuing basis as information is discovered) to Covered Entity other available information that the Covered Entity is required to include in its notification to the individual pursuant to the Breach Notification Rule or applicable State data breach notification laws, or information that Covered Entity otherwise reasonably requests.

After the initial disclosure, Business Associate shall provide the Covered Entity with updates on the disclosure regarding any other available information that the Covered Entity is required to include in notification to the individual under 45 C.F.R. § 164.404(c) at the time of the subsequent notification by Business Associate, and any information that is not then available promptly after such information becomes available. Information to be provided includes, to the extent possible:

- i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- ii. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); and
- iii. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches.

6.2 Cooperation with Covered Entity. Business Associate shall:

- (a) Cooperate and assist Covered Entity with any investigation into any Breach or alleged Breach, including those conducted by any Federal agency, State Attorney General, State agency (or their respective agents);
- (b) Comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the Breach; and
- (c) As directed by the Covered Entity, assist with the implementation of any decision by Covered Entity or any Federal agency, State agency, including any State Attorney General, or their respective agents, to notify and provide mitigation to individuals impacted or potentially impacted by a Breach.

The terms and obligations in this Section 6 shall survive termination of this Business Associate Agreement for any reason.

7. QSO Agreement Responsibilities.

- 7.1 To the extent that in performing its services for or on behalf of Covered Entity, Business Associate uses, discloses, maintains, or transmits PHI that is protected by Part 2, Business Associate acknowledges and agrees that it is a QSO for the purpose of such federal law; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such information, it is fully bound by the Part 2 regulations; and, if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.
- 7.2 Notwithstanding any other language in this Business Associate Agreement, Business Associate acknowledges and agrees that any information it receives from Covered Entity that is protected by Part 2 is subject to protections that prohibit Business Associate from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.
- 7.3 Business Associate acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.

8. Representations and Warranties of the Parties. Each Party represents and warrants to the other Party:

- 8.1 Workforce Informed of Business Associate Agreement Terms. All of the Parties employees, agents, representatives, and members of its respective workforce, whose services may be used to fulfill obligations under this Business Associate Agreement are or shall be appropriately informed of the applicable terms of this Business Associate Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all applicable provisions of this Business Associate Agreement.
- 8.2 Reasonable Cooperation among Parties. Each Party will reasonably cooperate with the other Party in the performance of the mutual obligations under this Business Associate Agreement.
- 8.3 Liability under HIPAA and HITECH Act. Business Associate agrees that it is directly liable under the HIPAA Rules and the HITECH Act and is subject to civil and, in some cases, criminal penalties for making Uses and Disclosures of Protected Health Information that are not authorized by this Agreement or Required by Law. Business Associate also acknowledges that it is liable and subject to civil penalties for failing to safeguard Electronic Protected Health Information in accordance with the HIPAA Security Rule.

9. Term and Termination.

- 9.1 Term. This Business Associate Agreement shall become effective on the Effective Date and shall terminate in accordance with Section 9.2 below, when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the provisions of this Section 9.
- 9.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of the terms of this Business Associate Agreement by Business Associate, Covered Entity shall:
- (a) Immediately terminate this Business Associate Agreement and any related Service Agreement(s) if Covered Entity makes the determination that the Business Associate has breached a material term of this Business Associate Agreement and cure is not possible;
 - (b) Provide the Business Associate with written notice of the existence of an alleged material breach and afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms within thirty (30) days. Failure to cure in the manner set forth in this Section 9.2 shall be grounds for the immediate termination of this Business Associate Agreement and any related Service Agreement(s); or
 - (c) Immediately terminate this Business Associate Agreement if the Service Agreement(s) has been terminated.
- 9.3 Automatic Termination. This Business Associate Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of all Service Agreement(s) between Covered Entity and Business Associate for whatever reason.
- 9.4 Effect of Termination. Upon the termination of this Business Associate Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, including PHI that is in possession of Business Associate's Subcontractors, shall return or destroy all such PHI that Business Associate or Subcontractors still maintains in any form, and shall retain no copies of such PHI. If so, directed by Covered Entity, Business Associate will transmit any Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, to another Business Associate of Covered Entity at termination.

If return or destruction of PHI is not feasible, the Business Associate shall notify the Covered Entity in writing. Said notification shall include: (i) a statement that Business Associate has determined that it is not feasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Upon mutual agreement of the Parties that the return or destruction of PHI is not feasible, Business Associate shall (i) continue to extend the protections of this Business Associate Agreement to such PHI as required by

the HIPAA Rules and Part 2, and (ii) limit any further use and disclosure of such PHI to those purposes that make the return or destruction of the PHI infeasible, for so long as Business Associate retains such PHI.

The obligations of this Section shall survive the termination of this Business Associate Agreement for any reason.

10. Miscellaneous.

- 10.1 Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI that Business Associate may create, receive, maintain or transmit on behalf of Covered Entity.
- 10.2 Nature of Agreement; Independent Contractors. Nothing in this Business Associate Agreement shall be construed to create an employer-employee relationship or partnership, joint venture, or other joint business relationship between the Parties or any of their affiliates. Business Associate is an independent contractor, and not an agent, of Covered Entity. This Business Associate Agreement does not express or imply any commitment to purchase or sell goods or services.
- 10.3 Entire Agreement. This Business Associate Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral memoranda, arrangements, contracts, or understandings between the Parties relating to the subject matter hereof.
- 10.4 Change of Law. Covered Entity shall notify Business Associate within ninety (90) days of any amendment to any provision of the HIPAA Rules which materially alters either Party's or both Parties' obligations under this Business Associate Agreement. Upon provision of such notice by Covered Entity to Business Associate, the Parties shall negotiate in good faith mutually acceptable and appropriate amendment(s) to this Business Associate Agreement to give effect to such revised obligations; provided, however, that if the Parties are unable to agree on mutually acceptable amendment(s) within ninety (90) days of the relevant change of law, either Party may terminate this Business Associate Agreement consistent with Section 8 of this Business Associate Agreement.
- 10.5 Interpretation. The Parties agree that in the event of any conflict, inconsistency, or discrepancy between the Service Agreement(s) and this Business Associate Agreement relating to any subject matter herein, the terms of this Business Associate Agreement shall prevail. Furthermore, any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules and Part 2.
- 10.6 Governing Law. This Business Associate Agreement shall be governed and construed in accordance with the laws of the State of Florida, except to the extent preempted by federal law.
- 10.7 Survival. This Section 10.7 shall survive termination of this Business Associate Agreement for any reason. Further, the respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 5, 9.4 and 10.11 of this Business Associate Agreement shall survive the expiration or termination of this Business Associate Agreement for so long as PHI is retained by Business Associate.
- 10.8 Amendment; Waiver. This Business Associate Agreement may not be modified, nor shall any provision of this Business Associate Agreement be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events. Amendment.

Notwithstanding the above, the parties agree to take such action to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law(s).
- 10.9 Assignment of Rights and Delegation of Duties. This Business Associate Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Business Associate Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions herein to the contrary, Covered Entity retains the right to assign or delegate any of its rights or obligations in this Business Associate Agreement to any of its wholly owned

subsidiaries, affiliates, or successor companies. Assignments made in violation of this Section 10.9 shall be null and void.

- 10.10 Indemnification. Business Associate and Covered Entity agree that all indemnification obligations shall be governed by any primary service agreement or end user license agreement between Business Associate and Covered Entity. Notwithstanding the foregoing, Covered entity must maintain a general liability insurance with coverages sufficient to cover both it, Business Associate and any of Business Associate's subcontractors, for any of Covered Entity's breaches or violations of this Business Associate Agreement or applicable HIPAA Rules and other laws. This provision shall survive termination of this Business Associate Agreement indefinitely.
- 10.11 Severability. The provisions of this Business Associate Agreement are severable, and if any provision of this Business Associate Agreement shall be held or declared to be illegal, invalid, or unenforceable, the remainder of this Business Associate Agreement shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained in this Business Associate Agreement.
- 10.12 No Third-Party Beneficiaries. Except as set forth in Section 1.14 of this Business Associate Agreement, nothing in this Business Associate Agreement is intended to confer on any person other than the Parties, or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Business Associate Agreement. Nothing in this Business Associate Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Business Associate Agreement nor imposing any obligations on either Party hereto to persons not a party to this Business Associate Agreement.
- 10.13 Notices. Any notice required under this Agreement shall be in writing and shall be given by (i) delivery in person, (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing. Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner herein provided.
- 10.14 Counterparts. This Business Associate Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- 10.15 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Business Associate Agreement, the Parties shall make good faith efforts to resolve such matters informally.
- 10.16 Acceptance by Covered Entity. This Business Associated Agreement may be accepted and agreed to by the Covered Entity through any of the following methods: (a) by actual physical signature; (b) by electronically signature; (c) by checking a box or clicking a button indicating acceptance during the installation or licensing onboarding process; or (d) by any other means that clearly indicate Covered Entity's intent to be bound by the terms of this Business Associate Agreement. Any of methods of acceptance stated above shall be deemed valid and binding as if the Agreement were executed in writing and signed by both parties.

**USE NEXT PAGE ONLY IF ACCEPTANCE IS DONE BY
PHYSICAL OR ELECTRONIC SIGNATURE**

IN WITNESS WHEREOF, each of the undersigned has caused this Business Associate Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

COVERED ENTITY:

Signature

BY: _____

ITS: _____

DATE: _____

BUSINESS ASSOCIATE:

AUTONOTES AI, LLC



Signature

Liam Callahan

BY: _____

ITS: CEO, AutoNotes AI, LLC