HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BA Agreement") is between InterOperability Bidco, Inc. d.b.a. Rhapsody ("Business Associate") and Customer identified on the first page of the applicable Services Agreement ("Covered Entity") (collectively, the "Parties"). The effective date (the "Effective Date") of this BA Agreement is the effective date of the Services Agreement entered into between Covered Entity and Business Associate.

WHEREAS, Business Associate and Covered Entity have entered into a Services Agreement. In connection with Business Associate's services, Business Associate and Covered Entity anticipate that Business Associate may receive Protected Health Information ("PHI") from and/or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), and related regulations promulgated by the Secretary (together "HIPAA"); and

WHEREAS, in light of the foregoing and the requirements of HIPAA, Business Associate and Covered Entity agree to be bound by the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.**

    a. Capitalized terms used, but not otherwise defined, in this BA Agreement shall have the same meaning given to those terms by HIPAA as in effect or as amended from time to time.

    b. "Services Agreement" shall mean that certain agreement between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity involving the use or disclosure of PHI.

2. **Obligations and Activities of Business Associate.**

    a. Use and Disclosure. If PHI is created by or disclosed to Business Associate, Business Associate agrees not to use or disclose PHI other than as permitted or required by the Services Agreement, this BA Agreement or as Required by Law. Business Associate shall comply with the provisions of this BA Agreement relating to privacy and security of PHI and all present and future provisions of HIPAA that relate to the privacy and security of PHI and that are applicable to "business associates," as that term is defined in HIPAA.

    b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:

    i. Implement administrative, organizational, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity as required by the Security Rule; and

    ii. Notify Covered Entity following the discovery of a Breach of Unsecured PHI without unreasonable delay, in accordance with 45 C.F.R. § 164.410 after discovery of the Breach. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any

notice of a Breach of Unsecured PHI shall include the identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Breach.

c. Minimum Necessary Standard. To the extent required by the "minimum necessary" requirements of HIPAA, Business Associate shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

d. Mitigation. Business Associate agrees to take reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BA Agreement (including, without limitation, any Breach of Unsecured PHI). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BA Agreement and/or any Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices required to be made under HIPAA or any other Federal or State laws, rules or regulations, to any Individual (entitled to notice in connection with a Breach), regulatory body, or any third party, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity; provided, however, Business Associate will not directly prepare or send required notifications to Individuals.

e. Subcontractors. Business Associate shall enter into a written agreement meeting the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) with each Subcontractor (including, without limitation, a Subcontractor that is an agent under applicable law) that creates, receives, maintains or transmits PHI on behalf of Business Associate. Business Associate shall ensure that the written agreement with each Subcontractor obligates the Subcontractor to comply with restrictions and conditions that are at least as restrictive as the restrictions and conditions that apply to Business Associate through this BA Agreement.

f. Access to Designated Record Sets. To the extent that Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set created or received by Business Associate solely on behalf of Covered Entity only, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under HIPAA Regulations. If an Individual makes a request for access to PHI directly to Business Associate, Business Associate shall notify Covered Entity of the request within ten (10) business days of such request. Covered Entity shall have the sole responsibility to make decisions regarding whether to approve a request for access to PHI.

g. Amendments to Designated Record Sets. To the extent that Business Associate maintains PHI in a Designated Record Set, within thirty (30) days of a receipt of a request from Covered Entity for the amendment of an Individual's PHI contained in such Designated Record Set, Business Associate agrees to provide such PHI to Covered Entity for amendment and to incorporate any such amendment(s) to PHI in the Designated Record Set maintained by the Business Associate pursuant to HIPAA Regulations and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to PHI directly to Business Associate, Business Associate shall notify Covered Entity of the request within ten (10) business days of such request. Covered Entity will have the sole responsibility to make decisions regarding whether to approve a request for amendment to PHI.

h. Access to Books and Records. Business Associate agrees to 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 the Secretary determining Covered Entity's and Business Associate's compliance with the Privacy Rule.

i. Accountings. Business Associate agrees to, within thirty (30) days of request for an accounting of disclosures of PHI from Covered Entity, make available to Covered Entity such information as is in Business Associate's possession and 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 HIPAA. If Business Associate receives a request for an accounting directly from an Individual, Business Associate shall forward such request to Covered Entity within ten (10) business days. Covered Entity shall have the sole responsibility to provide an accounting of disclosures.

3. Permitted Uses and Disclosures by Business Associate.

a. Services Agreement. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate HIPAA if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

b. Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Covered Entity acknowledges and agrees that proper management and administration of Business Associate includes, without limitation, modifications or upgrades to its software or services, and development of new features or functionality thereof, or new related product or services.

c. Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) disclosures are Required by Law, or (ii) Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that the third party will (a) protect the confidentiality of the PHI, and (b) use or further disclose the PHI only as Required by Law or for the purpose for which it was disclosed to the third party.

d. Data Aggregation. Business Associate may use PHI to provide Data Aggregation services relating to the health care operations of Covered Entity if required or permitted under this Agreement or the Service Agreement.

e. De-Identified Information. Business Associate may use PHI to create de-identified health information in accordance with the HIPAA de-identification requirements. Business Associate may disclose de-identified health information for any purpose permitted by law.

4. Obligations of the Covered Entity.

a. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

b. Minimum Necessary PHI. When Covered Entity discloses PHI to Business Associate, Covered Entity shall provide the minimum amount of PHI necessary for the accomplishment of Business Associate's purpose.

c. Permissions; Restrictions. Covered Entity is responsible for using its commercially reasonable efforts to obtain and maintain any consents, authorizations and/or other legal permissions required under HIPAA and other applicable law for the disclosure of PHI to Business Associate. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose their PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5. Term and Termination.

a. Term. This BA Agreement shall be effective as of the date of this BA Agreement and shall terminate 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 termination provisions in this Section.

b. Termination Upon Breach. Any other provision of this BA Agreement notwithstanding, either party (the "Non-Breaching Party"), upon knowledge of a material breach by the other party (the "Breaching Party"), shall provide an opportunity for the Breaching Party to cure the breach or end the violation. If Breaching Party does not cure the breach or end the violation within thirty (30) calendar days, the Non-Breaching Party may terminate this BA Agreement.

c. Effect of Termination.

i. Except as provided in Section 5(c)(ii), upon termination of this BA Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

ii. In the event that Business Associate reasonably determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this BA Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Covered Entity acknowledges and agrees that (i) it is infeasible for Business Associate to delete PHI from its backup systems and (ii) it is infeasible for Business Associate to delete all PHI during an ongoing investigation in connection with a Breach of Unsecured PHI, and that temporarily retaining certain PHI may be necessary for such investigation.

6. Compliance with HIPAA Transaction Standards. When providing its services and/or products, Business Associate shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 C.F.R. Part 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions"). Business Associate represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA standards and requirements which become

effective from time to time. Business Associate shall require all of its agents and subcontractors (if any) who assist Business Associate in providing its services and/or products to comply with the terms of this Section 6.

7. Miscellaneous.

a. Regulatory References. A reference in this BA Agreement to a section in HIPAA, means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

b. Amendment. The Parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA.

c. Survival. The respective rights and obligations of Business Associate under Section 5(c) of this BA Agreement shall survive the termination of the Services Agreement or this BA Agreement.

d. Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit the parties to comply with HIPAA.

e. Third Party Beneficiaries. Except as stated herein, nothing express or implied is intended to confer or create, nor be interpreted to confer or create, any rights, remedies, obligations or liabilities to or for any third party beneficiary.

f. Notices. Notices will be effective upon receipt. Any notices that do not comply with this section shall have no legal effect.

(i) To Business Associate. All notices under this BA Agreement shall be sent in writing by traceable carrier to the address indicated below or such other address as Business Associate may indicate with at least ten (10) days' prior written notice to Covered Entity.

InterOperability Bidco, Inc. d.b.a. Rhapsody
Attn: Legal Department
One Beacon Street, Suite 16400
Boston, MA 02108
Legal@rhapsody.health (Not valid for notices)

(ii) To Covered Entity. To the extent notice is required to be provided by Business Associate to Covered Entity under any provision in this Agreement, notice shall be provided to the contact and address listed in the Underlying Agreement.

Miscellaneous. The terms of this BA Agreement are hereby incorporated into the Services Agreement. The terms of the Services Agreement which are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. In the event of a conflict between the terms of this BA Agreement and the terms of the Services Agreement, the terms of this BA Agreement shall prevail. This BA Agreement shall be governed by, and construed in accordance with the laws applicable to the Services Agreement, exclusive of conflict of law rules. In the absence of a governing law provision within the Services Agreement, the laws of the Commonwealth of Massachusetts shall apply, exclusive of conflict of law rules. Each party to this BA Agreement

hereby agrees and consents that any legal action or proceeding with respect to this BA Agreement shall only be brought in the courts of the state where the Business Associate is located in the county where the Business Associate is located. The Services Agreement together with this BA Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this BA Agreement supersedes and replaces any former BA agreement or addendum entered into by the parties. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BA Agreement shall be deemed original signatures to this BA Agreement. No amendments or modifications to the BA Agreement shall be affected unless executed by both parties in writing. This BA Agreement may be assigned in accordance with the assignment provisions of the Services Agreement.