

Business Associate Agreement

This Business Associate Agreement ("BAA") is entered into by and between ConvertAPI, UAB, a company established in Lithuania with its principal place of business at Lauksargio g. 111, Vilnius, Lithuania ("Business Associate"), and the entity identified as the Customer on the signature page of this Agreement ("Client"). This Agreement is effective as of the date set forth on the signature page.

WHEREAS, Covered Entity is a "covered entity" as defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and its implementing regulations (the "HIPAA Rules"); and

WHEREAS, Covered Entity creates, receives, maintains, or transmits Protected Health Information ("PHI") in electronic form in connection with its healthcare operations; and

WHEREAS, Covered Entity desires to utilize Business Associate's document conversion services (the "Services") and Business Associate desires to provide such services to Covered Entity; and

WHEREAS, the parties acknowledge that in connection with the performance of the Services, Business Associate may create, receive, maintain, or transmit PHI on behalf of Covered Entity;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions.

"Breach" shall have the same meaning as the term "breach" in the HIPAA Rules, 45 C.F.R. § 164.402.

"Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in the HIPAA Rules, 45 C.F.R. § 160.103, and includes any individually identifiable health information that is created, received, maintained, or transmitted electronically by Business Associate on behalf of Covered Entity.

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164.

2. 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 safeguards to prevent the unauthorized use or disclosure of PHI, including implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI.

(c) Report to Covered Entity any use or disclosure of PHI not provided for by this BAA or the HIPAA Rules, including any security incident of which it becomes aware, within 24 hours of discovery.

(d) Ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

(e) Make available to the Covered Entity or the Secretary of the U.S. Department of Health and Human Services (HHS) PHI in a designated record set as necessary to satisfy Covered Entity's obligations under the HIPAA Rules.

(f) Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Covered Entity or the Secretary of HHS for purposes of determining compliance with this BAA and the HIPAA Rules.

(g) Upon termination of this BAA, at the Covered Entity's election, return or destroy all PHI received from Covered Entity or created, maintained, or received by Business Associate on behalf of Covered Entity.

(h) Not store any PHI received from Covered Entity, either during or after the provision of Services. Any PHI received for conversion will be immediately and permanently deleted after the conversion process is complete.

3. Obligations of Covered Entity.

Covered Entity agrees to:

(a) Notify Business Associate of any limitations in its notice of privacy practices of which Business Associate should be aware in providing the Services.

(b) Notify Business Associate of any changes in the HIPAA Rules or other applicable laws that materially affect Business Associate's obligations under this BAA.

4. Term and Termination.

This BAA shall be effective as of the Effective Date and shall remain in effect until terminated as provided herein.

This BAA may be terminated by either party:

(a) Upon 30 days' written notice to the other party.

(b) Immediately upon written notice to the other party if the other party breaches any material provision of this BAA and fails to cure such breach within 30 days after receipt of written notice of such breach.

This BAA is terminated automatically, when Covered Entity is no longer using Business Associate services for 90 days.

5. Miscellaneous.

(a) This BAA supplements Business Associate Terms and Conditions and Privacy Policy and Data Processing Terms and forms the complete understanding between the parties concerning the subject matter of this BAA, superseding all prior or contemporaneous communications, representations, or agreements related to PHI processing, whether oral or written. If there is any conflict between this BAA and the Terms and Conditions or Privacy Policy and Data Processing Terms, the terms of this BAA will apply.

(b) This BAA may be amended only by a writing signed by both parties.

(c) This BAA shall be governed by and construed in accordance with the laws of the State of Lithuania.

(d) This BAA shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(e) No waiver of any provision of this BAA shall be effective unless in writing and signed by the waiving party.

(f) If any provision of this BAA is held to be invalid or unenforceable, such provision shall be struck from this BAA and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the date first written above.