

BUSINESS ASSOCIATE AGREEMENT (HIPAA) – EXHIBIT F

This Business Associate Agreement (“**BAA**”) is incorporated into and forms part of the Software-as-a-Service Subscription Agreement (“**Agreement**”).

This BAA applies only to the extent Provider creates, receives, maintains, or transmits Protected Health Information (“**PHI**”) on behalf of Client in connection with the Platform.

DEFINITIONS

Terms not otherwise defined herein shall have the meanings set forth in the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), as amended, including the Privacy Rule, Security Rule, Breach Notification Rule, and HITECH Act.

- “Covered Entity” and “Business Associate” have the meanings set forth in HIPAA.
- “PHI” includes electronic PHI (“**ePHI**”).

RELATIONSHIP OF THE PARTIES

Client represents that it is a Covered Entity or Business Associate, as applicable.

Provider acts solely as a Business Associate for the limited purpose of providing software infrastructure and data hosting services through the Platform.

Provider is not a healthcare provider, health plan, or employer-sponsored health plan administrator.

PERMITTED USES AND DISCLOSURES

Provider may use or disclose PHI solely as necessary to:

- Provide, maintain, and support the Platform
- Perform data storage, processing, and system operations
- Comply with applicable legal requirements

Provider shall not use PHI for underwriting, marketing, or any purpose not expressly permitted by this BAA.

SAFEGUARDS

Provider shall implement administrative, technical, and physical safeguards reasonably designed to protect the confidentiality, integrity, and availability of ePHI, consistent with the HIPAA Security Rule.

Client acknowledges that safeguards are designed to reduce risk, not eliminate it.

SUBCONTRACTORS

Provider may engage subcontractors that may access PHI, provided such subcontractors agree in writing to comply with substantially similar HIPAA safeguards.

BREACH NOTIFICATION

Following discovery of a confirmed Breach of Unsecured PHI as defined by HIPAA, Provider shall:

- Notify Client without unreasonable delay
- Provide information reasonably necessary for Client to comply with breach notification obligations

Provider shall not be responsible for breach notification obligations arising from:

- Client-controlled systems or devices
- Compromised credentials
- Third-party integrations selected by Client
- Client misuse or improper data entry

CLIENT OBLIGATIONS

Client shall:

- Limit PHI to the minimum necessary
- Ensure Authorized Users are trained on HIPAA requirements
- Maintain policies and procedures required by HIPAA
- Determine HIPAA applicability to Client's workforce and plans

NO GUARANTEE OF COMPLIANCE

Provider does not warrant or guarantee Client's compliance with HIPAA. Client retains sole responsibility for HIPAA compliance related to its role as employer, plan sponsor, or administrator.

REGULATORY INTERPRETATION

This BAA shall be interpreted to comply with HIPAA. If any provision is found inconsistent, it shall be deemed amended to conform to applicable law without expanding Provider liability.

NO THIRD-PARTY BENEFICIARIES

Nothing in this BAA creates rights in any third party, including employees or plan participants.

ORDER OF PRECEDENCE

In the event of a conflict between this BAA and the Agreement, this BAA shall control solely with respect to HIPAA-related obligations, and all other terms of the Agreement shall remain in effect.

This Exhibit is incorporated into and governed by the Master Services & Software-as-a-Service Agreement. All obligations under this Exhibit are subject to the Disclaimer of Warranties, Limitation of Liability, and Indemnification provisions of the Master Agreement. Services will be provided in accordance with the terms of the Master Services & Software-as-a-Service Agreement.

Provider's liability under this BAA remains subject to the Limitation of Liability section of the Master Agreement.