

## BUSINESS ASSOCIATE AGREEMENT

Last Date Updated: February 20, 2026

This Business Associate Agreement (the "BAA") applies to all underlying agreements, whether written or electronic, covering Customer's use of Business Associate's products and related maintenance and support and professional services that involve the processing of personal data by Business Associate on behalf of Customer ("collectively the "Agreement"). This BAA shall be effective as of the Effective Date of the Agreement (the "Effective Date"). In the event of a conflict between the BAA and Agreement, the terms and conditions of the BAA will prevail. Customer shall referred to herein as "Covered Entity". Business Associate and Customer may collectively be referred to as the "Parties."

The Business Associate listed below that is a party to the Agreement is a party to this BAA.

- Data Innovations LLC, 463 Mountain View Drive, #305, Colchester, VT 05446  
Place of incorporation: State of Delaware, United States

### **RECITALS:**

- A.** The purpose of this BAA is to comply with the Standards for Privacy and Security of Individually Identifiable Health Information issued by the Secretary of the U.S. Department of Health and Human Services ("HHS") 45 C.F.R. Part 160 and Part 164 (the "Privacy and Security Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as amended by Title XIII, The Health Information Technology for Economic and Clinical Health Act ("HITECH"), of the American Recovery and Reinvestment Act.
- B.** Business Associate performs services for Covered Entity that may require Business Associate to Use or Disclose Protected Health Information and Business Associate is required to abide by certain requirements set forth in the Privacy and Security Regulation and HITECH.
- C.** This BAA sets forth the terms and conditions pursuant to which Protected Health Information that is provided to, or created or received by, the Business Associate from or on behalf of the Covered Entity will be handled and shall supersede and replace any prior Business Associate Agreement between the parties.

**NOW, THEREFORE,** in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

- 1. Definitions.** Unless otherwise defined in this BAA, all capitalized terms shall have the meanings provided in the Privacy and Security Regulation, except that Protected Health Information shall refer to Protected Health Information provided to, or created or received by, the Business Associate from or on behalf of the Covered Entity.
- 2. Services:** The Business Associate provides services for the Covered Entity that may involve the Use and Disclosure of Protected Health Information under the Agreement. The Business Associate may Use and Disclose the Protected Health Information only as necessary to perform the services described in the Agreement. Business Associate shall not Use or Disclose Protected Health Information in any manner that would constitute a violation of the Privacy and Security Regulation if so used by Covered Entity. However, Business Associate may Use Protected Health Information (a) for the proper management and administration of Business Associate, (b) to carry out the legal responsibilities of Business Associate, or (c) for Data Aggregation purposes for the Health Care Operations of Covered Entity. Business Associate may Disclose the Protected Health Information received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is Required By Law, or (b) the Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required By Law or for the purpose for which it is Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the Protected Health Information has been breached.
- 3. Responsibilities of Business Associate:** With regard to its Use and/or Disclosure of Protected Health Information, the Business Associate agrees to do the following:
  - (a) Use and/or Disclose the Protected Health Information only as permitted or required by this BAA or as otherwise Required By Law.
  - (b) Report to the designated Privacy Officer of the Covered Entity, in writing, any Use and/or Disclosure of the Protected Health Information that is not permitted or required by this BAA, any Breach of Unsecured Protected Health Information of which Business Associate becomes aware, and any Security Incident of which Business Associate becomes aware, within 10 business days of the Business Associate's discovery of the unauthorized Use and/or Disclosure, Breach, or Security Incident. Business Associate shall reasonably cooperate with Covered Entity to comply with applicable mitigation and/or notification obligations under the Privacy and Security Regulation.
  - (c) Use commercially reasonable efforts to maintain the security of the Protected Health Information and

to prevent unauthorized Use and/or Disclosure of such Protected Health Information. Such security measures shall, at a minimum, include the following:

- (i) Implement HIPAA-compliant administrative, physical and technical safeguards, as defined by 45 C.F.R. § 164.304, that reasonably and appropriately protect the confidentiality, integrity and availability of the Covered Entity's Electronic Protected Health Information that the Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity;
  - (ii) Implement disclosure accounting procedures for Protected Health Information and/or, if applicable, any Electronic Health Record; and
  - (iii) Ensure that any agent, including a subcontractor, to whom the Business Associate provides Protected Health Information agrees in writing, as required by this BAA, to implement reasonable and appropriate safeguards to protect it.
- (d) Require its agents, including subcontractors, that receive, create, Use or Disclose Protected Health Information under this BAA to agree in writing to adhere to each of the same restrictions and conditions on the Use and/or Disclosure of Protected Health Information that are set forth herein, including the obligation to return or destroy the Protected Health Information as provided under (g) of this section.
- (e) Make available all books and records relating to the Use and/or Disclosure of Protected Health Information to the Secretary for purposes of determining the Covered Entity's compliance with the Privacy and Security Regulation, subject to attorney-client and other applicable legal privileges.
- (f) Within 10 business days of receiving a written request from the Covered Entity:
- (i) Make available to the Covered Entity Protected Health Information in a Designated Record Set as required for the Covered Entity to respond to a request by the subject Individual for access to his or her Protected Health Information in compliance with 45 C.F.R. §164.524;
  - (ii) Make amendments to Protected Health Information in a Designated Record Set as agreed to by the Covered Entity in compliance with 45 C.F.R. §164.526; and
  - (iii) Provide information to the Covered Entity as required for Covered Entity to provide the Individual with an accounting of Disclosures of Protected Health Information in compliance with 45 C.F.R. §164.528.
- (g) Return to the Covered Entity or destroy, as requested by the Covered Entity, within 10 business days of the termination of this BAA, the Protected Health Information in Business Associate's possession and retain no copies or back-up tapes, except that if Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further Use and Disclosure of such Protected Health Information to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
- (h) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA and assist Covered Entity in any notifications related to such violations as necessary to comply with the Privacy and Security Regulation.
- (i) Comply with applicable provisions of the Privacy and Security Regulation, which are expressly incorporated in this BAA to the extent Required By Law.
- (j) Request, Use and Disclose only the Minimum Necessary Protected Health Information to accomplish the purposes of the request, Use or Disclosure.

**4. Responsibilities of the Covered Entity.** With regard to the Use and/or Disclosure of Protected Health Information by the Business Associate, the Covered Entity hereby agrees:

- (a) To inform the Business Associate of any material changes in the form of Notice of Privacy Practices that the Covered Entity provides to Individuals pursuant to 45 C.F.R. §164.520 and as posted on its website;
- (b) To inform the Business Associate of any relevant changes in, or withdrawal of, the consent or authorization provided to the Covered Entity by Individuals whose Protected Health Information may be Used and/or Disclosed by Business Associate under this BAA pursuant to 45 C.F.R. §164.506 or §164.508; and

- (c) To notify the Business Associate, in writing and in a timely manner, of any relevant restrictions on the Use and/or Disclosure of Protected Health Information agreed to by the Covered Entity as provided for in 45 C.F.R. §164.522.
5. **Work Force Obligations.** Each party will ensure that all members of its work force, whose services may be used to fulfill obligations under this BAA, are or shall be appropriately informed of the terms of this BAA and are obligated to comply with all provisions of this BAA.
6. **Term and Termination:**
- (a) **Term.** This BAA shall become effective on the Effective Date and shall continue in effect until all requested services and obligations of the parties under the Agreement have been met, unless terminated as provided herein or by mutual agreement of the parties.
- (b) **Termination.** As provided for under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate this BAA and any Agreement if it determines that the Business Associate has breached a material provision of this BAA. Alternatively, the Covered Entity may: (i) provide the Business Associate with written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure the alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the BAA. This BAA will automatically terminate without any further action of the parties upon the termination or expiration of the Agreement between the parties.
- (c) **Effect of Termination.** Upon termination of this BAA, except as set forth in Section 3(g) above, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate.
7. **Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 3(g), 3(h) and 3(i) shall survive the termination of this BAA.
8. **Amendment.** This BAA may not be modified or amended, except in writing as agreed to by each party. The Parties agree to negotiate in good faith to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and subsequent additions or amendments related to such laws. If the parties cannot agree on an amendment to this BAA, this BAA may be terminated by either party upon 30 days written notice to the other party, or upon such shorter notice as may be required by applicable law.
9. **No Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.
10. **Interpretation.** Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Privacy and Security Rule.
11. **Notices.** Any notices to be given hereunder shall be made via U.S. mail or express courier, or hand delivery to the other party's address given below as follows:

**Business Associate**  
Data Innovations LLC  
463 Mountain View Drive, #305  
Colchester, VT 05446  
Attn: Chief Privacy Officer  
Contact: [privacyofficer@datainnovations.com](mailto:privacyofficer@datainnovations.com)  
Phone: 802-331-2822

**Covered Entity**  
As set forth on Schedule 1

**SCHEDULE 1**  
**BUSINESS ASSOCIATE NOTICE INFORMATION**

Complete the following information and email a copy of this page to Business Associate at the following:

[dina-contracts@datainnovations.com](mailto:dina-contracts@datainnovations.com).

In the event a notification is required under this BAA, if Business Associate has not received a copy of this information from Covered Entity, Business Associate shall provide the notification to Customer subject to the notification information in the Agreement.

<b>Primary Contact person</b>	Name:	
	Position:	
	Contact email:	
	Contact #:	
<b>Copy to:</b>	Name:	
	Position:	
	Contact email:	
	Contact #:	