

Standard Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this “BA Agreement”) is entered into between you on behalf your company and the group health plan your company sponsors for employees or other covered persons (“Covered Entity”), and MyHealthMath, Inc., a Delaware corporation (“Business Associate”) (Covered Entity and Business Associate each individually a Party and collectively the Parties), and is effective as the date you confirm your assent by clicking the Submit button (“Effective Date”).

WHEREAS, Covered Entity may act as a “covered entity” in its role as a sponsor of a group health plan for its employees and other covered persons, and Business Associate may act as a “business associate” of Covered Entity, as those terms are defined under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder as amended from time to time (collectively “HIPAA”);

WHEREAS, Covered Entity and Business Associate have entered into Standard Terms of Service (“Terms of Service”) pursuant to which Business Associate will provide certain services related to assisting the employees of Covered Entity to better understand the costs of the health insurance options offered by Covered Entity and certain related data analytics services (collectively, the “Services”), and in the course of providing the Services for or on behalf of Covered Entity, Business Associate may access, use, disclose, maintain, and/or transmit Protected Health Information (“PHI”).

WHEREAS, Business Associate desires to provide Covered Entity with satisfactory assurances that it will comply with provisions of HIPAA applicable to business associates in the event it accesses, uses, discloses, maintains, and/or transmits PHI.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, in this BA Agreement shall have the same meanings as those terms are given in HIPAA.

2. Permitted Uses and Disclosures by Business Associate

2.1 For the Specified Purposes. Business Associate may only use or disclose PHI as necessary to perform the Services, and as otherwise provided for in this BA Agreement.

2.2 Required by Law: Business Associate may use or disclose PHI as Required by Law.

2.3 Minimum Necessary. Business Associate agrees to limit uses, disclosures of, and requests for PHI to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request, in accordance with 45 CFR § 164.502(b).

2.4 Privacy Rule. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

2.5 Use for Management, Administration, and Legal Responsibilities. 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.

2.6 Disclosure for Management, Administration, and Legal Responsibilities. Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the

information is disclosed that the information will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.7 Data Aggregation. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity, including the aggregation of PHI from multiple covered entities for the purposes of providing data analysis to such covered entities.

2.8 De-Identification. Business Associate may use PHI to de-identify the information in accordance with 45 CFR § 164.514(a)-(c), or otherwise. As provided for in HIPPA, once information is de-identified in accordance with 45 CFR § 164.514(a)-(c) it is not considered PHI and, therefore it shall not be considered PHI for purposes of this BA Agreement. All rights and obligations of the Parties with respect to any de-identified information shall be governed by the Terms of Service.

3. Business Associate's Obligations

3.1 Limits on use and further disclosure. Business Associate agrees not to use or disclose PHI other than as expressly permitted or required by this BA Agreement or the Terms of Service.

3.2. Appropriate safeguards. Business Associate agrees to use appropriate safeguards, and comply with the Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this BA Agreement.

3.3 Reporting Requirements.

3.3.1 Business Associate agrees to promptly report to Covered Entity any use or disclosure of PHI not provided for by this BA Agreement and any Security Incident of which it becomes aware. The parties agree that the term Security Incident does not include trivial and unsuccessful incidents such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, or denials of service.

3.3.2 Business Associate agrees to report any actual or likely Breach of Unsecured PHI ("Breach") without unreasonable delay, but in all cases within sixty (60) calendar days of discovery, and otherwise in accordance with 45 CFR § 164.410.

3.4 Subcontractors. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any subcontractor, that creates, receives, maintains, or transmits PHI on behalf of Business Associate, agrees to substantially the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

3.5 Right of access to information. At the request of Covered Entity, and in the reasonable time and manner designated by Covered Entity, if Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make available such PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.524. If an individual contacts Business Associate directly to request access, Business Associate shall notify Covered Entity immediately and Covered Entity shall respond to the individual's request. The Parties do not anticipate that Business Associate will maintain PHI in a Designated Record Set.

3.6 Amendment of PHI. At the request of Covered Entity, and in the reasonable time and manner designated by Covered Entity, if Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make amendments to such PHI in a Designated Record Set, as directed or agreed to by Covered Entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526. If an individual contacts Business Associate

directly to request an amendment, Business Associate shall notify Covered Entity immediately and Covered Entity shall respond to the individual's request. The Parties do not anticipate that Business Associate will maintain PHI in a Designated Record Set.

3.7 Accounting. Business Associate agrees to maintain and make available, the information required to provide an accounting of disclosures, to Covered Entity in the reasonable time and manner designated by Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528. The information shall be maintained by Business Associate until the later of (a) the termination of this BA Agreement or (b) six (6) years after the date of the disclosure of any PHI. If an individual contacts Business Associate directly to request an accounting, Business Associate shall notify Covered Entity immediately and Covered Entity shall respond to the individual's request.

3.8 Carrying Out Covered Entity's Obligations. To the extent that Business Associate is to carry out one or more of Covered Entity's obligation under 45 CFR Part 164, Subpart E, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s). The Parties do not anticipate that Business Associate will carry out any of Covered Entity's obligations under 45 CFR Part 164, Subpart E.

3.9 Access to Books and Records. Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with HIPAA.

4. Term and Termination

4.1 Term. The term of this BA Agreement shall be effective as of the Effective Date, and shall terminate when Business Associate no longer continues to provide services under the Terms of Service, or on the date Covered Entity terminates for cause as authorized by paragraph 4.2, whichever is sooner.

4.2 Termination for Cause. Covered Entity may terminate this BA Agreement and any other related agreements if Covered Entity determines Business Associate has violated a material term of this BA Agreement.

4.3 Obligations of Business Associate upon Termination. Upon termination of this BA Agreement for any reason, if feasible Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall return all such PHI to Covered Entity, or destroy all such PHI if agreed to by Covered Entity.

4.4. Survival. The obligations of Business Associate under Section 3 of this BA Agreement shall survive termination of this BA Agreement for so long as Business Associate retains any PHI.

5. Miscellaneous

5.1 Regulatory references. A reference in this BA Agreement to a section in HIPAA or other applicable law means the section as in effect or as amended.

5.2 Amendment. The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for compliance with HIPAA and other applicable law.

5.3 Interpretation. Any ambiguity in this BA Agreement shall be interpreted to permit compliance with HIPAA.

5.4 Choice of Law. This BA Agreement shall be construed in accordance with and governed by the law of the State of Maine without giving effect to its laws, rule or principles governing conflicts of laws.

5.5 Binding Nature and Assignment. This BA Agreement shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign this BA Agreement without the prior written consent of the other, which consent shall not be unreasonably delayed, conditioned, or withheld. Nothing in this BA Agreement shall create or be deemed to create any third-party beneficiary rights in any individual or entity.

5.6 Notices. Any notice required or permitted under this BA Agreement shall be in writing and may be (a) delivered in person, or (b) sent by certified mail, return receipt requested, postage prepaid, to the address of the party specified on the signature page hereof, or to such other address as a Party may direct in writing from time to time.

5.7 Relationship of the Parties. Business Associate shall perform its obligations under this BA Agreement as an independent contractor. Nothing herein shall be construed to place Business Associate or Covered Entity in a relationship of principal and agent, partners or joint venturers, and neither Business Associate nor Covered Entity shall have the power to obligate or bind the other in any manner whatsoever.

5.8 Entire Agreement. This BA Agreement and the Terms of Service constitute the entire agreement between the Parties with respect to the subject matter contained herein. No change, waiver or discharge of obligations arising under this BA Agreement shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

5.9 Compliance with Law. Business Associate shall at all times comply with all applicable law, including any applicable statutes, ordinances, regulation or administrative or judicial orders, and shall at all times maintains all such authorizations, licenses and registrations as are required for Business Associate to conduct its business in accordance with all applicable law.