

BUSINESS ASSOCIATE AGREEMENT

This Privacy Agreement ("Agreement") is effective as of the date that you click the "I agree" button on the registration screen (the "Effective Date") and is entered into between you ("Covered Entity") and Glidian Inc. (the "Business Associate").

1. Term. This Agreement shall remain in effect for the duration of the underlying Service Contract Business Associate has with Covered Entity .

2. HIPAA Assurances. In the event Business Associate creates, receives, maintains, or otherwise is exposed, in connection with its performance of the Service Contract, to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

- (a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
- (b) Not use or further disclose the PHI, except as permitted by law or permitted by this Agreement;
- (c) Not use or further disclose the PHI in a manner that had Covered Entity done so, would violate the requirements of HIPAA;
- (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
- (e) To the extent the Business Associate is to carry out Covered Entity's obligation under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to Covered Entity in the performance of such obligation, including applicable requirement of 45 C.F.R. Part 162 if Business Associate conducts Standard Transactions for or on behalf of Covered Entity;
- (f) Report promptly to Covered Entity any Security Incident, Breach of Unsecured PHI, or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;
- (g) Ensure that any Subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;
- (h) Make available PHI to Covered Entity, so as to reasonably facilitate Covered Entity's fulfillment of an individual's rights of access and amendment as required under the HIPAA regulations;
- (i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include:

(1) Dates of disclosure, (2) names of the entities or persons who received the PHI, (3) a brief description of the PHI disclosed, and (4) a brief statement of the purpose and basis of such disclosure;

(j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA; and

(k) Incorporate any amendments or corrections to PHI when notified by Covered Entity.

3. Permissible Uses and Disclosures.

(a) Business Associate may provide Data Aggregation services relating to the health care operations of Covered Entity.

(b) Business Associate may use PHI (i) for the proper management and administration of Business Associate; and (ii) to carry out the legal responsibilities of Business Associate.

(c) Business Associate may disclose PHI for the purposes authorized in Section 3(b) if: (i) the disclosure is required by law; or (ii)(A) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person; and (2) the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Termination upon Breach of Provisions. Covered Entity may terminate this Agreement and stop further disclosures of PHI if it determines that Business Associate breaches any term in this Agreement and fails to cure such breach within ten (10) business days after Covered Entity gives written notice to Business Associate of such breach. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity may report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement.

5. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such PHI.

6. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

- 7. De-Identified Data.** Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.
- 8. Amendment.** Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with HIPAA , or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.
- 9. Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.
- 10. Definitions.** Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations, except that PHI shall be limited to such information created or received in connection with the Service Contract.
- 11. Survival.** The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.