

# Provider User Agreement

Welcome to Klara Technologies, Inc. (“Klara,” “We,” “Us” or “Our”) and to the Klara portal within Klara’s website located at <https://doctor.klara.com> (the “Platform”). This Provider User Agreement (the “Agreement”) is entered between Klara and Client (as such term is defined in the Letter of Agreement) on behalf of itself and its employees and contracted providers. The words “You” and “Your” as used herein refer to the Client and encompass Client’s employees.

## A. OVERVIEW

PLEASE READ THIS PROVIDER USER AGREEMENT (THE “AGREEMENT”) CAREFULLY BEFORE USING THIS PORTAL OR SUBMITTING ANY MATERIALS GENERATED BY YOU (“PROVIDER-GENERATED MATERIAL”). This Agreement governs, among other things: (i) Your access to and use of the Platform and its related products and services; (ii) the manner in which You provide any and all material to Klara; and (iii) communications between You and Klara with respect to the Platform and other Klara products and services (collectively, the “Services”).

## B. DESCRIPTION OF KLARA’S SERVICES

The Platform is a communication platform that allows providers and their staff to communicate with patients and each other as well as to providers and staff from other medical organizations (including pharmacies, healthcare facilities, and medical staff within a facility or practice). Klara is not a medical provider or telehealth service.

By using the Platform as a healthcare provider, you warrant that you will comply with all applicable laws, medical or other board rules, or other rules and regulations applicable to you as a healthcare provider or other professional using the Platform. Your relationship with the Platform users (including your patients/clients) is directly between you and the patient. Klara does not practice medicine and offers no medical services, and therefore does not create or maintain physician-patient relationships with patients. The provider is solely responsible for all agreements, consents, notices and other interactions with patients and other consumers.

## C. ACCESS TO AND USE OF THE PORTAL

**Availability of the Platform.** Klara shall provide You with access to the Platform twenty-four (24) hours, seven (7) days a week excluding periods of time necessary for Platform maintenance and internet performance issues. Klara reserves the right to have planned outages for hardware and software maintenance. You acknowledge system maintenance is a necessary element towards Klara providing the Platform as a functional platform and You understand that under no circumstance shall You be entitled to any abatement of any fees or reimbursement for any costs or expenses associated with periodic Platform downtime or periodic limited or lack of functionality.

**Privacy and Security.** "Content" means any and all protected health information, patient forms and/or communications conveyed by You to Klara or through or on the Platform. You shall be solely responsible for compliance with any and all laws, rules and regulations, including but not limited to the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, and as a condition of this Agreement the parties agree to abide by the terms and conditions set forth in that certain Business Associate Agreement annexed hereto as Exhibit 1 and incorporated herein by reference. Klara shall maintain all Content as set forth in the Business Associate Agreement and agrees to maintain commercially reasonable administrative, technical, and physical procedures to protect all Content. You are responsible for reviewing Klara's Privacy Policy, which will help You understand how Klara collects, uses, and safeguards the information that You provide to Klara. Klara is not responsible for protecting any Content transmitted or otherwise communicated outside of the Platform.

**Suspension or Termination.** Klara reserves the right, in its sole discretion, to restrict, suspend or terminate Your access to all or any part of the Platform at any time for Cause (defined below) without prior notice or liability. Klara will make reasonable, good faith efforts to inform You of pending suspension or termination. Cause means: (i) a material breach of this Agreement that remains uncured within ten (10) business days, if deemed curable by Klara in its sole discretion, upon written notice to You; (ii) Your failure to remit payment as required hereunder; or (iii) Klara reasonably believes that You are engaged in any conduct that violates, or could be deemed to violate, this Agreement or any law, rule or regulation. You may terminate this Agreement and the Services Agreement upon Klara's material breach of the Agreement that remains uncured within ten (10) business days.

**Retention of Content.** As long as Your Platform account is active, You shall be responsible for managing and retaining any of Your Content. Klara will retain Your Content for the duration required by law. For the avoidance of doubt, Klara does not provide record keeping or other archival services. You will keep copies of all Content delivered or otherwise made available

by or on behalf of You or your patient users to Klara as part of the Services.

Upon request, within 30 days of the termination of this Agreement or discontinuation of Platform services to You, Klara will provide You with access to the most current data set pertaining to Your use of the Platform.

License Restrictions. You warrant that You will not, nor attempt to, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of the Platform or its related services. Unless expressly set forth herein, You may not use, copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver, or otherwise transfer, directly or indirectly, the Platform (in whole or in part) or any rights in the Platform or its related products and services. You may not resell or act as a service bureau for the Platform or any component thereof. You may not remove from the Platform or its related products and services, or alter or add, any marks or copyright notices or other proprietary rights markings.

## D. REPRESENTATIONS AND WARRANTIES

You represent and warrant the following:

1. No Conflict. You are not currently a party, and shall not be a party, to any agreement which conflicts with the terms of this Agreement.
2. Warranty of Content. You represent that You: (i) are the owner or authorized licensee of any and all Content; (ii) will not publish, post, upload, record, or otherwise distribute or transmit Content using Platform that: (a) infringes or would infringe any copyright, patent, trademark, trade secret, or other proprietary right of any party, or any rights of publicity or privacy of any party; (b) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, false advertising, privacy, or data security); (c) is profane, defamatory, libelous, obscene, indecent, threatening, harassing, or otherwise unlawful; (d) is harmful to minors or pornographic; (e) contains any viruses, Trojan horses, worms, time bombs, malware, cancelbots, corrupted files, or any other similar software, data, or programs that may damage, delete, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, personal information, or property of another; or (f) is materially false, misleading, or inaccurate.
3. Ownership of Content. Klara does not claim ownership of any Content. In connection with our provision of the Services to You, except as otherwise provided in this Agreement, as between You and Klara, You retain all right, title, interest, and responsibility for, in, and to the Content. You acknowledge that the Platform and its related products and services are provided by automated means and that Klara personnel will not access, use, or disclose any Content, except as necessary to

provide You with Platform products and services, including, without limitation, the following: (i) during a service interruption as necessary to restore applicable Content at Your request; or (ii) as reasonably deemed necessary or advisable by Klara, at its sole but reasonable discretion, to conform to applicable legal requirements or to comply with legal process. You hereby grant to Klara a nonexclusive, worldwide, royalty-free, fully-paid, irrevocable, transferable license to host, cache, store, display, record and copy Content solely for the purpose of providing the Platform to You during the Term of this Agreement.

## E. LIMITATION OF LIABILITY & DISCLAIMER

THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. KLARA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, KLARA MAKES NO WARRANTY THAT (I) THE SERVICE WILL BE EFFECTIVE, WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS OR ERRORS, WILL BE RELIABLE OR ACCURATE, OR WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR ACCESSIBLE AT TIMES OR LOCATIONS OF YOUR CHOOSING, (III) THE RESULTS OR INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE, RELIABLE TIMELY, OR COMPLETE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, ADVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS WILL BE CORRECTED. EXCEPT AS EXPRESSLY SET FORTH HEREIN, KLARA MAKES NO WARRANTIES ABOUT THE SOFTWARE AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SITE OR ANY OTHER SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS REVENUES OR PROFITS, LOSS OF USE, LOSS OF GOODWILL OR REPUTATION) OR CLAIMS, DEBTS, LIABILITIES, OBLIGATIONS, COSTS, EXPENSES, ACTIONS, CAUSES OF ACTION AND CLAIMS FOR RELIEF BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING FROM OR RELATING TO THE SERVICES, OR OTHERWISE ARISING FROM OR RELATING TO THE USE OF THE PORTAL, OR FROM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF AND

REGARDLESS OF WHETHER OR NOT SUCH LOSS OR DAMAGE WAS CAUSED BY OR CONTRIBUTED TO BY EITHER PARTY'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION. IN NO EVENT WILL THE LIABILITY OF ANY PARTY TO THIS AGREEMENT FOR DAMAGES OR ALLEGED DAMAGES UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EXCEED THE TOTAL AMOUNTS PAID TO KLARA DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

KLARA DOES NOT PROVIDE ANY MEDICAL ADVICE, LEGAL ADVICE, OR REPRESENTATIONS REGARDING ANY LEGAL OR MEDICAL ISSUES ASSOCIATED WITH PROVIDER, GOODS OR SERVICES OFFERED BY PROVIDER.

## F. STANDARD OF CARE

Klara shall provide the Services under this Agreement in a good workmanlike manner, with that standard of care, skill and diligence that a similarly situated experienced service provider would use when acting under similar circumstances and in accordance with the applicable specifications and industry standards. Representatives of Klara assigned to perform services under this Agreement will be properly trained and supervised with respect to the conduct of their business activities hereunder.

## G. INDEMNIFICATION

You may use the Platform and Services only in accordance with applicable standards of good professional practice. While the Platform and Services can facilitate and improve the quality of service that You offer to patients, many other factors, can affect a patient outcomes. You agree to be solely responsible for Your use of the Platform and Services, and the provision of services to Your patients. You release Klara and waive all potential claims against Klara arising from Your use of the Platform and Services, and the provision of services to Your patients. You agree to defend, indemnify and hold Klara harmless from any claim by or on behalf of any of Your patients or any other third party claiming damage by virtue of a familial or financial relationship with such a patient, which is brought against Klara in connection with the relationship between such claimant and You. You agree to obtain Klara's prior written consent to any settlement or judgment in which You agree to any finding of fault of Klara or defect in the Platform or Services. Klara will promptly notify You in writing of any claim subject to this indemnification, provide You the information reasonably required for the defense of the same, and grant You exclusive control over its defense and settlement.

In addition, each party agrees to release, indemnify and hold the other party harmless from and against any losses, damages, liabilities, demands, administrative actions, government investigations, payor audits, costs, fines, fees, expenses (including reasonable attorneys' fees, expert fees and disbursements) penalties, claims, suits and actions (collectively "Claims"), caused by, asserted to have been caused by, arising out of, as a result of, or related to, directly or indirectly, any act or omission by the other party, the other party's employees, affiliates, subcontractors or assigns, including, but not limited to, (i) the use, non-use, misuse, access or unauthorized access of the Platform; (ii) a material breach of the terms of this Agreement including representations, warranties, covenants and obligations; (iii) any act or omission of the other party that results in submitting any false or fraudulent claim to any governmental or private payor; (iv) any violation of law, rule or regulation; or (v) any other acts or omissions. For the avoidance of doubt, the indemnity obligations herein are subject to the limitation of liability provisions herein. This section shall survive the termination of this Agreement.

## H. MISCELLANEOUS

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York, exclusive of conflict of law rules. Each party to this Agreement hereby agrees and consents that any legal action or proceeding with respect to this Agreement shall only be brought in the courts of the state of New York. This Agreement, along with any exhibits, constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this Agreement supersedes and replaces any former agreement or addendum entered into by the parties.

## I. FORCE MAJEURE

Klara has no liability to You if the Platform is inaccessible or data destroyed by fire, strike, theft, acts of God, or any other cause. In the event of system malfunction, for whatever reasons, or inability to access the Platform, Klara shall not be liable for damage to or loss of any of Your data and You acknowledge that You have been advised that You are responsible for maintaining Your own data by use of regular backup procedures. You agree to hold Klara harmless from any liability resulting from violations of local, state or federal regulation relating to the inaccessibility to the Platform for reasons set forth in this Section P. You agree to indemnify and hold Klara harmless from costs associated with the defense of Klara, including attorney's fees, in any such local state or federal proceeding.

# EXHIBIT 1: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**BA Agreement**”) is made between **Klara Technologies, Inc.** (the “Business Associate”) and the provider entity obtaining services from the Business Associate (“**Covered Entity**”)

**WHEREAS**, Covered Entity and Business Associate are parties to an arrangement pursuant to which Business Associate provides certain services to Covered Entity as further set forth in that certain agreement by and between the parties (the “Underlying Services Agreement”);

**WHEREAS**, in connection with Business Associate’s services pursuant to the Underlying Services Agreement, Business Associate may assist in the performance of a function or activity involving the use or disclosure of PHI, which information is subject to protection under the Privacy, Security, and Breach Notification rules at 45 CFR Part 160 and Part 164 (collectively referred to herein as the “HIPAA Rules”).

**WHEREAS**, in light of the foregoing and the requirements of the HIPAA Rules, Business Associate and Covered Entity agree to be bound by the following terms and conditions.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## A. General Definitions.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic PHI, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, PHI, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

## B. Obligations and Activities of Business Associate.

### a. Use and Disclosure.

Business Associate agrees not to use or disclose PHI other than as permitted or required by this BA Agreement or as Required By Law. Business Associate shall comply with the provisions of this BA Agreement relating to privacy and security of PHI and all present and future provisions of the HIPAA Rules that relate to the privacy and security of PHI and that are applicable to Covered Entity and/or Business Associate.

### b. Permitted Uses and Disclosures by Business Associate.

- I. Required For Provision of Services. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as reasonably required in performing its services pursuant to the Underlying Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary standards set forth in the HIPAA Rules. Business Associate may also de-identify PHI received from Covered Entity consistent with the HIPAA Rules, and/or perform data aggregation services consistent with the HIPAA Rules.
- II. Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, 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.
- III. Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may make uses and disclosures and requests for PHI for the proper management and administration of the Business Associate, provided that (1) disclosures are Required by Law, (2) disclosures are consistent with the minimum necessary standards set forth in the HIPAA Rules, or (3) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and 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 the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

### c. Appropriate Safeguards.

Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:

- I. Comply with its administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI as required by the HIPAA Rules;



- II. Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect Electronic PHI;
- III. Promptly report to Covered Entity any Security Incident of which Business Associate becomes aware, provided, however, that the parties agree that Business Associate need not report to Covered Entity the ongoing existence of common, persistent security threats, including without limitation, “pings” and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, and phishing attempts, to the extent such activity does not result in unauthorized access to, or use or disclosure of, Covered Entity’s PHI.
- IV. Promptly report to Covered Entity any use or disclosure of PHI of which it becomes aware not provided for by the BA Agreement; and
- V. Promptly report to Covered Entity following the discovery of any Breach as required at 45 CFR 164.410.

#### **d. Mitigation.**

Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its employees, officers or agents in violation of the requirements of this BA Agreement (including, without limitation, any Security Incident or Breach of Unsecured PHI). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BA Agreement and/or any Security Incident or Breach. In the event of a Breach, Business Associate shall prepare of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA Rules, or any other Federal or State laws, rules or regulations, provided that Business Associate shall reasonably cooperate and coordinate with Covered Entity in the preparation of any such reports or notices.

#### **e. Agents.**

Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by, Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.

#### **f. Access to Designated Record Sets.**

To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under HIPAA Rules. If an Individual makes a request for access to PHI directly to Business Associate, Business Associate shall notify Covered Entity of the

request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

**g. Amendments to Designated Record Sets.**

To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the HIPAA Rules at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to PHI directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

**h. Access to Books and Records.**

Business Associate agrees to make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of Health and Human Services ("Secretary"), in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

**i. Accountings.**

Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the HIPAA Rules.

**j. Requests for Accountings.**

Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the HIPAA Rules. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall promptly notify Covered Entity of the request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

## **C. Covered Entity Obligations.**

**a. Notification of Privacy Practices and Restrictions.**

- I. Limitation(s) in Privacy Policies. Covered Entity shall notify Business Associates of any limitation(s) in its notice of privacy practices, to the extent that any such limitation may affect Business Associate's uses or disclosure of PHI.

- II. Changes/Revocation of Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- III. Restriction of PHI. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under the HIPAA Rules, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

## **b. Permissible Requests by Covered Entity.**

Except as otherwise Required By Law or set forth herein, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

## **D. Term and Termination.**

### **a. Term.**

Except as otherwise specified herein, this BA Agreement will be effective as of the Effective Date and will terminate on the date when all PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed, or, if it is infeasible to destroy PHI, protections are extended by Business Associate to such information, in accordance with the termination provisions in this Section.

### **b. Termination for Cause.**

Upon either party's knowledge of a material breach of HIPAA or this BA Agreement by the other party, the non-breaching party will provide a reasonable opportunity for the breaching Party to cure the breach or end the violation. If the breaching party does not cure the breach or end the violation within a reasonable time specified by the non-breaching party, this Agreement will terminate effective upon delivery of written notice from the non-breaching party to the breaching Party. If the breaching party has breached a term of HIPAA or this Agreement and cure is not possible, this Agreement will terminate effective immediately upon delivery of written notice from the non-breaching party to the breaching party.

### **c. Obligations of Business Associate Upon Termination**

- I. Upon termination of this Agreement, for any reason, Business Associate will destroy all PHI received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity. Business Associate will retain no copies of the PHI.
- II. In the event that Business Associate determines that destroying the PHI is not feasible, Business Associate will extend the protections of this BA Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the destruction not feasible, for so long as Business Associate maintains such PHI.

## E. Miscellaneous.

### **a. Survival.**

Sections D and E of this BA Agreement shall survive termination.

### **b. Regulatory References.**

A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

### **c. Interpretation.**

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

### **d. Governing Law.**

This BA Agreement shall be governed by, and construed in accordance with the laws of the State of New York, exclusive of conflict of law rules. Each party to this BA Agreement hereby agrees and consents that any legal action or proceeding with respect to this BA Agreement shall only be brought in the courts of the state of New York.

### **e. Entire Agreement.**

This BA Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this BA Agreement supersedes and replaces any former business associate agreement or addendum entered into by the parties.

### **f. Counterparts.**

This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or electronic signatures to this BA Agreement shall be deemed original signatures to this BA Agreement.

### **g. Amendments.**

No amendments or modifications to the BA Agreement shall be effected unless executed by both parties in writing.