

THIS MASSLIGHT BUSINESS ASSOCIATE ADDENDUM (this “**Addendum**”) is entered into as of DATE, 2023 (the “**Addendum Effective Date**”) between CUSTOMER_NAME (“CUSTOMER”) and MassLight, Inc. (“MassLight”) (each, a “Party”, and collectively “Parties”) and is an addendum to the ZapEHR SaaS Agreement (the “**Agreement**”) executed by Parties on or about SAAS_AGREEMENT_DATE.

The parties hereby agree as follows:

1. Applicability and Definitions. This Addendum applies only to those services provided by MassLight involved in the storing or transmission of “protected health information” as defined in 45 C.F.R § 160.103 (“**HIPAA Compliant Services**”).

Unless otherwise expressly defined in this Addendum, all capitalized terms in this Addendum will have the meanings set forth in the Agreement or in HIPAA. “**HIPAA**” means the Administrative Simplification Subtitle of the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the 2009 Health Information Technology for Economic and Clinical Health (HITECH) Act, and their implementing regulations. “**PHI**” means “protected health information” as defined in 45 C.F.R. § 160.103 received from or on behalf of Customer by MassLight while MassLight is performing HIPAA Compliant Services.

2. Permitted and Required Uses and Disclosures.

2.1. Service Offerings. MassLight may Use or Disclose PHI for or on behalf of Customer as specified in the Agreement.

2.2. Administration and Management by MassLight. MassLight may use and disclose PHI as necessary for the proper management and administration of Customer software and technical infrastructure. Any Disclosures under this section will be made only if MassLight obtains reasonable assurances from the recipient of the PHI that (a) the recipient will hold the PHI confidentially and will Use or Disclose the PHI only as required by law or for the purpose for which it was disclosed to the recipient, and (b) the recipient will notify MassLight of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Obligations of MassLight.

3.1. MassLight Obligations Conditioned on Appropriate Configurations. MassLight does not act as a business associate under HIPAA and will have no obligations under this Addendum except when providing HIPAA Compliant Services.

3.2. Limit on Uses and Disclosures. MassLight will use or disclose PHI only as permitted by this Addendum or as required by law, provided that any such use or disclosure would not violate HIPAA if done by a Covered Entity, unless permitted under HIPAA for a Business Associate.

3.3. Safeguards. MassLight will use reasonable and appropriate safeguards to prevent Use or Disclosure of the PHI other than as provided for by this Addendum, consistent with the requirements of Subpart C of 45 C.F.R. Part 164 (with respect to Electronic PHI) as determined by MassLight and as reflected in the Agreement.

3.4. Reporting. For all reporting obligations under this Addendum, the parties acknowledge that, because MassLight does not necessarily know the nature of all of the PHI contained in Customer’s systems, it may not be possible for MassLight to provide information about the identities of the Individuals who may have been affected, or a description of the type of information that may have been subject to a Security Incident, Impermissible Use or Disclosure, or Breach.

3.4.1. Reporting of Impermissible Uses and Disclosures. MassLight will report to Customer any Use or Disclosure of PHI not permitted or required by this Addendum of which MassLight becomes aware.

3.4.2. Reporting of Security Incidents. MassLight will report to Customer on no less than a quarterly basis any Security Incidents involving PHI of which MassLight becomes aware in which there is a successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System in a manner that risks the confidentiality, integrity, or availability of such information. Notice is

hereby deemed provided, and no further notice will be provided, for unsuccessful attempts at such unauthorized access, use, disclosure, modification, or destruction, such as pings and other broadcast attacks on a firewall, denial of service attacks, port scans, unsuccessful login attempts, or interception of encrypted information where the key is not compromised, or any combination of the above.

3.4.3. Reporting of Breaches. MassLight will report to Customer any Breach of Customer's Unsecured PHI that MassLight may discover to the extent required by 45 C.F.R. § 164.410. MassLight will make such reports without unreasonable delay, and in no case later than 60 calendar days after discovery of such Breach.

3.5. Subcontractors. MassLight will ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of MassLight agree to restrictions and conditions at least as stringent as those found in this Addendum, and agree to implement reasonable and appropriate safeguards to protect PHI.

3.6. Access to PHI. MassLight will make PHI in a Designated Record Set available to Customer so that Customer can comply with 45 C.F.R. § 164.524.

3.7. Amendment to PHI. MassLight will make PHI in a Designated Record Set available to Customer for amendment and incorporate any amendments to the PHI, as may reasonably be requested by Customer in accordance with 45 C.F.R. § 164.526.

3.8. Accounting of Disclosures. MassLight will make available to Customer the information required to provide an accounting of Disclosures in accordance with 45 C.F.R. § 164.528 of which MassLight is aware, if requested by Customer.

3.9. Internal Records. MassLight will make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services ("HHS") for purposes of determining Customer's compliance with HIPAA. Nothing in this section will waive any applicable privilege or protection, including with respect to trade secrets and confidential commercial information.

4. Customer's Obligations.

4.1. Appropriate HIPAA Safeguards. Customer is responsible for implementing appropriate privacy and security safeguards within its preexisting systems and infrastructure in order to protect Customer's PHI in compliance with HIPAA and this Addendum.

4.2. Appropriate Configurations. Customer is solely responsible for configuring within its preexisting systems and infrastructure the following:

4.2.1. Encryption. Customer must encrypt all PHI stored in or transmitted in accordance with the Secretary of HHS's Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals, available at

<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html>, as it may be updated from time to time, and as may be made available on any successor or related site designated by HHS.

4.3. Necessary Consents. Customer warrant that Customer has obtained any necessary authorizations, consents, and other permissions that may be required under applicable law prior to placing Customer Content, including without limitation PHI, for HIPAA Compliant Services provided by MassLight.

4.4. Restrictions on Disclosures. Customer will not agree to any restriction requests or place any restrictions in any notice of privacy practices that would cause MassLight to violate this Addendum or any applicable law.

4.5. Compliance with HIPAA. Customer will not request or cause MassLight to make a Use or Disclosure of PHI in a manner that does not comply with HIPAA or this Addendum.

5. Term and Termination

5.1. Term. The term of this Addendum will commence on the Addendum Effective Date and will remain in effect with respect to HIPAA Account until the earlier of (a) the termination of the MassLight SaaS Agreement, or (b) termination of this Addendum by either party as set forth in Section 5.2 below.

5.2. Termination. Customer has the right to terminate this Addendum for any reason upon notice to MassLight. MassLight has the right to terminate this Addendum for any reason upon 90 days prior written notice to Customer. A material breach of this Addendum will be treated as a material breach of the MassLight SaaS Agreement.

5.3. Effect of Termination. At termination of this Addendum, MassLight, if feasible, will return or destroy all PHI that MassLight still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Addendum to the information and limit further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

6. No Agency Relationship. As set forth in the Agreement, nothing in this Addendum is intended to make either party an agent of the other. Nothing in this Addendum is intended to confer upon Customer the right or authority to control MassLight's conduct in the course of MassLight complying with the Agreement and Addendum.

7. Nondisclosure. Customer agrees that the terms of this Addendum are not publicly known and constitute MassLight Confidential Information under the Agreement.

8. Entire Agreement; Conflict. Except as amended by this Addendum, the Agreement will remain in full force and effect. This Addendum, together with the Agreement as amended by this Addendum: (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement; and (b) supersedes all prior agreements and understandings (whether oral or written) between the parties with respect to the subject matter hereof. If there is a conflict between the Agreement, this Addendum, or any other amendment or addendum to the Agreement or this Addendum, the document later in time will prevail. MassLight will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Addendum (whether or not it would materially alter this Addendum) and which is submitted by Customer in any order, receipt, acceptance, confirmation, correspondence or other document.

9. Modification. From time to time, MassLight may modify the terms of the Addendum that it offers to its customers, but no modification or amendment of any portion of this Addendum shall be effective unless in writing and accepted by Customer and by MassLight, which acceptance may be made electronically.

Customer

Vendor

CUSTOMER_NAME

MassLight, Inc.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____