

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “**Agreement**”) is made as of [Contract Execution Date] by and between the LeadSquared Inc., a US corporation having registered office at 510, Thornall Street, Suite 210,, Iselin, New Jersey 08837, United States, which shall include its subsidiaries and affiliates (“**Business Associate**”), and _____ (“**Covered Entity**”) with Business Associate and Covered Entity, collectively, the “**Parties**”), in order to comply with the Health Insurance Portability and Accountability Act of 1996 and its related regulations (“**HIPAA**”) in connection with the Master Services Agreement, dated as of the date hereof, between the Parties (the “**Master Agreement**”).

1. Definitions. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E. “Security Rule” will mean the Security Standards at 45 C. F.R. Part 160 and Part 164, Subparts A and C. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy Rule and the Security Rule. Protected Health Information” shall have the same meaning as the term “Protected Health Information” in 45 C.F.R. §160.103, limited to the information created or received by Business Associate on behalf of or from Covered Entity. Protected Health Information will include Protected Health Information in electronic form unless specifically stated otherwise.
2. Obligations and Activities of Business Associate. Business Associate agrees as follows:
 - a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the **Master Agreement** or as Required by Law.
 - b. Business Associate agrees to use appropriate safeguards, and comply with the HIPAA Security Rule with respect to Electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and the **Master Agreement**.
 - c. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
 - d. Business Associate agrees to report to Covered Entity any Breach of Unsecured Protected Health Information or any Security Incident that involves the (i) unpermitted acquisition, access, use, or disclosure of Protected Health Information; or (ii) modification or destruction of Protected Health Information; that Business Associate becomes aware of without any unreasonable delay, and in any event no later than thirty (30) days after discovery; provided however, that the parties acknowledge and agree that this Section 2(d) constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. “Unsuccessful Security Incidents” means, without limitation, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Protected Health Information.
 - e. Business Associate agrees to ensure that any Subcontractor, to whom it provides Protected Health Information 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 Agreement to Business Associate with respect to such information.
 - f. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, then:
 - a. Business Associate agrees to provide access, within fifteen (15) days at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity in order

to meet the requirements under 45 CFR § 164.524.

- b. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity in a reasonable time and manner. In the event any Individual delivers directly to Business Associate a request for amendment to Protected Health Information, Business Associate shall promptly forward such request to the Covered Entity.
 - g. Business Associate agrees to make internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of Health and Human Services in a time and designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and the Security Rule.
 - h. Business Associate agrees to document such disclosures of Protected Health Information 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 Protected Health Information in accordance with 45 CFR § 164.528. Business Associate shall provide to Covered Entity information pertaining to disclosures of Protected Health Information by Business Associate to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. In the event that Business Associate receives a direct request from an Individual for an accounting of disclosures of Protected Health Information made by Business Associate, Business Associate agrees to promptly forward such request to Covered Entity.
 - i. Business Associates shall mitigate, to the extent practicable, any adverse effects from any improper use and/or disclosure of Protected Health Information by Business Associate that is known to Business Associates.
3. General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, the Parties agree that Business Associate may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of Covered Entity as specified in the **Master Agreement**; provided, however, that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
4. Specific Use and Disclosure Provisions. The Parties agree as follows:
- a. Except as otherwise limited in this Agreement or federal or state law, the Covered entity authorizes the Business Associate to use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - b. Except as otherwise limited in this Agreement or federal or state law, the Covered entity authorizes the Business Associate to disclose Protected Health Information for the proper management and administration of the Business Associate; provided, however, that such disclosures are either Required By Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that: (i) 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 (ii) the person shall notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - c. Business Associate may De-identify any and all Protected Health Information in accordance with 45 CFR. § 164.514(b). Covered Entity acknowledges and agrees that de-identified information is not Protected Health Information and that Business Associate may use such de-identified

information for any lawful purpose.

- d. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's Protected Health Information that Business Associate or any of its agents or subcontractors have in their possession.
- e. Business Associate will not use or disclose Protected Health Information in a manner other than as provided in this Agreement, as permitted under the Privacy Rule, or as Required By Law.
- f. Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR §164.502(j)(1).

5. Obligations and Activities of Covered Entity. Covered Entity agrees as follows:

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520 to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- d. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- e. The Covered Entity agrees that the Business Associate may use offshore resources to provide support services to the Covered Entity. The Business Associate shall ensure that these resources are trained in line with HIPAA requirements and do not retain Protected Health Information in offshore systems, without the prior consent of the Covered Entity.

6. Term and Termination. The Parties agree as follows:

- a. Term. The term of this Agreement shall be effective as of the date hereof and shall terminate when the **Master Agreement** terminates and all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy Protected Health Information, protections are extended 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 this Agreement, the Party not in breach shall issue a written notice setting out the specific instance and nature of the breach, and shall provide a reasonable opportunity to cure the breach. In the event such breach is not cured within thirty (30) days of the Party in breach receiving such notice of breach, this Agreement may be terminated by the other Party.
- c. Effect of Termination. Upon termination of the **Master Agreement** 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. Business Associate shall retain no copies of the Protected Health Information. Notwithstanding the foregoing, if Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible

for so long as Business Associate maintains such Protected Health Information.

7. Miscellaneous. The Parties agree as follows:
- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
 - b. Amendment. This Agreement may not be amended except by the mutual written agreement of the Parties. Notwithstanding the foregoing, the Parties agree to work together in good faith to take such action as is necessary to make technical amendments to this Agreement from time to time if necessary for Participant and/or Business Associates to comply with the requirements of HIPAA, the Privacy Rule and the Security Rule, or any applicable provisions of any other federal or state law, as such laws or regulations may be amended from time to time. However, should any state or federal law or regulation now existing or enacted after the Effective Date of this Agreement, including without limitation HIPAA, the Privacy Rule and the Security Rule, be amended or interpreted by judicial decision or a regulatory body in such a manner that either Party reasonably determines renders any provision of this Agreement in violation of such law or regulation or adversely affects the Parties' abilities to perform their obligations under this Agreement, the Parties agree to negotiate in good faith to amend this Agreement so as to comply with such law or regulation and to preserve the viability of this Agreement. If, after negotiating in good faith, the Parties are unable to reach agreement as to any necessary amendments, either Party may terminate this Agreement without penalty.
 - c. Survival. The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.
 - d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
 - e. **Master Agreement**. This Agreement is hereby incorporated into the Master Agreement as an addendum to the Master Agreement. In the event of any inconsistency between the provisions of this Agreement and the Master Agreement, the provisions of this Agreement will prevail, unless the applicable terms of the **Master Agreement** would be more protective of Protected Health Information.
 - f. Third Party Beneficiaries. Business Associate and Covered Entity agree that Individuals whose Protected Health Information is used or disclosed to Business Associates or its Subcontractors under this Agreement are not third-party beneficiaries of this Agreement or the Master Agreement.
 - g. Correspondence. The Parties will send any reports or notices required under this Agreement to the addresses set forth in the notice provision of the Master Agreement.

Name of Business Associate

Covered Entity Name

LeadSquared Inc.

Sign:

Sign:

Print:

Print:

Title:

Title:

Date:

Date: