

BUSINESS ASSOCIATE AGREEMENT

Effective Date: June 24, 2026

If Customer is a Covered Entity or a business associate and includes Protected Health Information in Customer Data provided to **Acurio LLC** as a business associate or sub business associate, the Customer Terms of Service between the parties (the "Terms") will automatically incorporate the terms of this Business Associate Agreement ("BAA") as part of the overall agreement between the parties. If there is any conflict between a provision in this BAA and a provision in the Terms, this BAA will control. In this BAA:

- Customer is referred to as **"Covered Entity"**
- **Acurio LLC ("Business Associate")** is referred to as **"Business Associate."**

Unless otherwise defined in this BAA, all capitalized words, like PHI, have the meanings set forth in the HIPAA Privacy and Security Rules, 45 C.F.R. Parts 160, 162 and 164, as modified from time to time.

RECITALS

WHEREAS, Business Associate has been engaged by Covered Entity to perform certain services under the Terms, wherein Business Associate may need to access, use and/or disclose PHI received from Covered Entity as a business associate; and

WHEREAS, the parties desire to ensure that their respective rights and responsibilities under the Terms are in accordance with applicable federal statutory and regulatory requirements relating to the access, use and disclosure of Protected Health Information ("PHI"), including without limitation HIPAA and HITECH; and

WHEREAS, the purpose of this BAA is to satisfy the applicable standards and requirements of HIPAA, HITECH, the Privacy Standards and the Security Standards; NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

- (a) **Business Associate** shall mean **Acurio LLC**
- (b) **Covered Entity** shall mean the party identified in the first paragraph
- (c) **Electronic Health Record** shall have the same meaning under ARRA §13400(5)

Version: 1.0 (Effective June 20, 2025)

(d) **HIPAA Rules** means 45 CFR Parts 160 and 164

(e) **Protected Health Information (PHI)** has the meaning under HIPAA

(f) Other Terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules.

(g) Regulatory references apply to current and future amendments.

2. SCOPE

This BAA governs all PHI created, received, maintained, or transmitted between Acurio LLC and Covered Entity. Both parties will comply with all applicable laws regarding PHI.

3. DUTIES AND RESPONSIBILITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

(a) Use and Disclosure

Only use or disclose PHI as permitted or required by this BAA or as required by law.

(b) Safeguards

Implement appropriate administrative, physical, and technical safeguards in compliance with HIPAA Security Rule.

(c) Reporting

Report to Covered Entity within thirty (30) days any:

- Unauthorized use or disclosure
- Breach of unsecured PHI
- Security incidents

Routine unsuccessful attacks (e.g., port scans) are considered reported through this provision.

(d) Subcontractors

Ensure all subcontractors handling PHI agree to the same restrictions and obligations.

(e) Requests

Forward PHI-related requests to Covered Entity within five (5) business days.

(f) Designated Record Set

Provide PHI within ten (10) business days when requested.

(g) Accounting of Disclosures

Maintain records for six (6) years and provide within thirty (30) days of request.

(h) Covered Entity Obligations

Comply with applicable HIPAA provisions when performing functions of Covered Entity.

(i) Books and Records

Make records available to the Secretary of HHS upon request.

(j) Training

Ensure workforce is trained on HIPAA and BAA requirements.

(k) Electronic PHI

Maintain safeguards ensuring confidentiality, integrity, and availability of electronic PHI.

(l) Electronic Transactions

Comply with HIPAA transaction standards when applicable.

4. PERMITTED USES AND DISCLOSURES

(a) Permitted Uses

Business Associate may:

1. Perform services under the Terms
2. Conduct internal operations
3. Provide data aggregation services
4. De-identify PHI for lawful purposes

(b) Required Disclosures

Disclose PHI when required by law or HHS.

(c) Access

Provide PHI for access requirements under HIPAA.

(d) Minimum Necessary

Limit use to minimum necessary standard.

(e) Compliance

Will not violate HIPAA rules applicable to Covered Entity.

5. OBLIGATIONS OF COVERED ENTITY

Covered Entity agrees to:

- Notify Business Associate of privacy restrictions
 - Notify of consent changes
 - Notify of PHI use limitations
 - Avoid unlawful PHI requests
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6. TERM AND TERMINATION

(a) Term

Effective until services end and PHI is returned or destroyed.

(b) Automatic Termination

Ends when business relationship terminates.

(c) Termination for Cause

30-day cure period allowed.

(d) Effect of Termination

Within thirty (30) days, Business Associate will:

- Return OR destroy all PHI

If not feasible, maintain HIPAA protections until destruction is possible.

7. OWNERSHIP

All PHI remains the property of Covered Entity.

8. LIMITED LIABILITY

Business Associate is not liable for indirect or consequential damages. Liability is limited to fees paid under the Terms.

9. MISCELLANEOUS

(a) Assignment

Requires written consent of both parties.

(b) Entire Agreement

Supersedes prior agreements.

(c) Severability

Invalid provisions do not affect the rest.

(d) Conflict

This BAA overrides conflicting Terms.

(e) Choice of Law and Venue

This BAA shall be governed by the laws of the State of North Carolina, with venue in North Carolina courts.

(f) Notices

Delivered via mail, courier, or email.

(g) Interpretation

Interpreted to comply with HIPAA.