Business Associate Agreement

A plain language synopsis of the legalese below is that we don't share your data with anyone unless legally required to do so. In fact, we won't even access your data unless it's absolutely necessary for legal compliance or necessary management of the software. In any case, all touches of data between you and anyone with whom you communicate inside the system are HIPAA- and HITECH-compliant, meaning safe, secure, and in line with relevant federal requirements. We provide a platform to allow you to communicate and coordinate with other healthcare providers more easily, but what you communicate is up to you (and nobody's business other than the people directly affected). Checking the little box for agreement to be a business associate on your registration form constitutes your legally binding consent to the specifications outlined below.

1. Applicability and Definitions: Where applicable, all terms comport with standard HIPAA definitions concerning Protected Health Information (PHI) as outlined in 45 CFR § 160.103.

2. Parameters of Business Relationship: Delta Autumn Clinical Technologies that Y'all Love (hereafter DACTYL) provides a HIPAA- and HITECH-compliant framework for healthcare providers to refer patients and manage communications about these referrals. All data are secure, both at-rest and in-transit, and are never accessed by DACTYL unless we are legally required to do so or receive a request from you.

3. Permitted and Required Uses and Disclosures: As outlined above, PHI is only disclosed as required by law, at your request with written consent, or as necessary for proper management and administration of the system. In any such disclosures, DACTYL will ensure that the recipient of PHI agrees to handling data in a HIPAA-compliant manner (or will pursue such an agreement in the case of mandatory disclosure to entities that may not be held to the same legal standards; e.g., courts). Otherwise, DACTYL will never access your/your patients' PHI.

4. Obligations

4.1 Safeguards: All reasonable and appropriate safeguards for data are in place and comply with or exceed standards for such given in Subpart C of 45 CFR Part 164. Data are encrypted, subject to multiple redundant backups in different physical server locations, and protected using Amazon Web Services gold-standard integrated

hosting and HIPAA-compliance tools (in addition to customized coding developed by DACTYL).

4.2 Reporting: Although all possible steps have been taken to avoid data breaches, impermissible uses, and/or other security incidents, these will be immediately reported in the event such an issue is discovered. Reporting will be both colloquial, through an email and/or physical letter to the Covered Entity whose PHI has been affected, and technical, through provision of data access logs and reports (consistent with HIPAA standards for data breach). This reporting shall occur as immediately as possible, which may necessitate sequential or separate reporting of information (i.e., a colloquial email quickly after identification and later delivery of technical information after a thorough investigation has occurred). In any case, reports of an data impropriety will be issued within 30 days of DACTYL being made aware of such. Note that this reporting only refers to tangible, realized security issues that involved unauthorized access, disclosure, or alteration of PHI, and not unsuccessful attempts at such.

4.3 Subcontractors: Any subcontractors in our employ will abide by the same rules and restrictions provided herein, or to more stringent standards.

4.4 Records: All of DACTYL's internal practices, policies, procedures, and records relating to Use and Disclosure of PHI must legally be made available to the US Department of Health and Human Services in order to demonstrate compliance with HIPAA. This does not include specific access of your/your patients' data unless otherwise legally mandated.

5. Your obligations

5.1 Maintain Access Integrity: Do not share your password or login credentials with anyone who does not have an administrative need to have access to this information. When a practice comprises multiple providers, DACTYL recommends registration for individual accounts to ensure elevated security and data accessibility only by Covered Entities in need of this information. In other words, registration for accounts at the level of the individual provider, rather than the group practice or larger system, are strongly recommended to ensure that your account is not compromised.

5.2 Consents and Transfer of PHI: As stated above, DACTYL is a platform to facilitate the transfer of information between healthcare providers. We neither provision for the type or accuracy of information you choose to transmit nor verify that you are legally

allowed to send it. The responsibility for patient consent and/or observation of other legal, clinical, and/or ethical rules for referral consistent with your discipline is entirely yours (i.e., the Covered Entity accessing and making use of the DACTYL software). Likewise, we can make no assurances regarding data that are downloaded from DACTYL onto another device, given that at-rest and in-transit data protections are unique to our insular systems. Thus, when downloading any records transmitted by providers or other PHI from the system it is necessary to use the utmost caution in terms of external storage.

5.3 Legal Compliance: Consistent with HIPAA rules and your status as a Covered Entity, you agree to abide by the appropriate federal standards for PHI. Likewise, you will not engage in activities that deliberately impede DACTYL's ability to do conform to these same rules and standards.

6. Term and Termination

6.1 Time-period of effect: The time frame for this agreement is indefinite unless canceled by you (the Covered Entity) or us (DACTYL), amended by us, or as required by updated federal laws concerning relevant aspects of this agreement. In the case of any amendment or cancellation, we will generally attempt to give as much notice of such as possible (not to be less than 90 days). The one exception to this general policy is in the event of your violation of appropriate safeguards, HIPAA rules, or other provisions made above, and/or misrepresentation of yourself, your qualifications, and/or clinical services you offer. Violations of this nature and/or otherwise misleading or malfeasant behaviors that could impact patient PHI will result in immediate termination of your account.

6.2 Agency and Agreement: Nothing in this agreement gives either party agency over the other. This is a Business Associate Agreement as set forth in standards for HIPAA compliance, and does not imply that either you (the Covered Entity) or we (DACTYL) are authorized to make decisions or assurances for one another. Likewise, this agreement, in combination with your consent to the Terms and Conditions posted on the DACTYL website and conveyed during your registration, represent the entirety of our obligations to one another.

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