

WENO ONLINE AGREEMENT

This **WENO ONLINE AGREEMENT** (“Agreement”), is entered into by WENO Exchange LLC, a Texas Limited Liability Company (“WENO” or “we” or “our” or “us”) and the individual or entity agreeing to these terms (“you” or “your”), (each a “Party” and collectively the “Parties”). This Agreement governs your use of a WENO Online account. WENO Online is a healthcare network for personal users and healthcare providers. WENO Online offers ePrescribing, secure messaging, and other related healthcare services to their registered accounts and users (the “Services”). This Agreement is effective as of the date you click to Accept this Agreement (the “Effective Date”) on the Weno Online web site address of online.wenoexchange.com (together with any successor or replacement web site, (the “Site” or “Sites”).

Acceptance of the Agreement

For Healthcare Providers: If you are accepting the Agreement as a healthcare provider, you represent and warrant that; 1) you are not barred from using similar services under Applicable law; 2) you have read and understand the Agreement; 3) if you are accepting on behalf of your employer or another entity, you have the full legal authority to bind your employer or the applicable entity to the terms and conditions of this Agreement; and 4) you agree to this Agreement either as an individual, sole proprietor, or on behalf of the entity that you represent. If 1) you do not have the legal authority to bind yourself, your employer, or the applicable entity that you represent, to this Agreement; or 2) you do not agree to comply with the terms and conditions of this Agreement; or 3) you do not understand this Agreement, then you should not Accept this Agreement or use the Services.

For Personal Users: If you are accepting the Agreement while registering for the Services as a personal user, you represent and warrant that; 1) you are of at least thirteen years of age and of legal age to use similar services; 2) you have the full legal authority to bind yourself to this Agreement; 3) you have not been barred from using similar services under Applicable law; 4) you have read and understand the Agreement. If you: 1) do not have the legal authority to bind yourself to this Agreement; or 2) do not agree to comply with the terms and conditions of this Agreement; or 3) you do not understand this Agreement, then you should not Accept this Agreement.

Modification of the Agreement

We may modify terms of this Agreement, including the Services, from time to time, at our sole discretion at the time. If changes are made to this Agreement, we will provide you notice by either (a) posting the most updated version of this Agreement on the Site or (b) by sending you a written notice. Your continued use of our Services after we publish or send you a notice about our changes to the Agreement or Services means that you are consenting to the updated terms. If price increases are made to this Agreement, WENO will provide you with at least 30 days written notice prior to any price increase taking place. WENO can decrease the price of any service at any time.

Required Registration

In order to use the Services you must successfully register for a WENO Online account on our Site. As part of the registration process you will be required to provide certain information, including but not

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limited to, legal identification and contact details. Healthcare Provider accounts require at least one primary account user with full authority to manage the account (“administrative user”).

Maintain Your Account & Allow Communication From Us

You must ensure that all information you provide in connection with your account is accurate and up to date as long as you use the Services. You authorize us, directly or through third parties, to make any inquiries we consider appropriate to verify the information you provide in your account. You consent to us sending you communications relating to the Services, and this takes precedence over any direction you may give through any of our affiliate Sites or Services.

Privacy Notice

Please read the latest version of Privacy Notice posted on the Site where your account is registered. The Privacy Notice may be changed by us in the future, so you should check it frequently for changes.

Account Security

Each registered user is solely responsible for; 1) safeguarding and maintaining the confidentiality and security of their login password; 2) their own activities or posted content while using the Services, including the consequences of such, and their own reliance on any content submitted by other registered users of the Services; and 3) all activities that occur while they are logged into their account whether the activity was authorized or not. No registered user may disclose their password to any third party (other than third parties authorized by them to use their account).

Applicable Law and International Use

WENO is controlled, operated, and administered from its offices within the United States of America. If you access the Services from a location outside of the United States, you are responsible for the compliance with all applicable local and international laws for that location, as well as with the Applicable Laws of the United States. You also agree that you will not use any of the Services or any other content accessed through the Services in any country or in any manner prohibited by Applicable Laws, restrictions, or regulations of the United States.

Content Ownership

All materials and content by any nature provided by a registered user of the Services are owned by the registered user contributing such content.

Others' Content

WENO is not responsible for others' content or information. We cannot always prevent the misuses of our Services, and we are not responsible for any such misuse. WENO does not endorse and WENO does not review or have any control over a registered user's content submitted or activities they are engaged in when they are using the Services. In cases where a user feels threatened or believes someone else is in danger, they should contact their local law enforcement agency.

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Prohibited Content and Activities

You must ensure that your posted content and activities while using any WENO Service is in compliance with this Section. WENO is entitled to remove any content, if we determine, in our sole discretion, that it does not comply with our requirements. In consideration of being allowed to use the Services, you agree that the following list of actions shall constitute a material breach of this Agreement. The following is a partial list of what activity and content is illegal or prohibited through the use of the Services:

- Anything offensive to another person.
- Solicitation of personal information other than for legal or healthcare reasons.
- If it is false, unfair, or misleading.
- If it involves unsolicited mass mailings.
- If it is illegal or it promotes criminal activity.
- Solicitation of passwords.
- Solicitation of personal identifying information from others for commercial purposes.
- If it contains anything to limit or disrupt any computer hardware or software.
- Unauthorized use of the Services.
- Attempts to reverse engineer or steal software used to provide the Site or Services.
- If it infringes on the intellectual property rights or infringes any copyrights.
- Infringes on privacy or publicity rights of others.
- Disclose or provide the application to any person or entity that is not authorized under the Agreement.
- Remove any legal, copyright, trademark or other proprietary right notices contained in the Site or Service materials.
- Use the Site or Services to design, build, promote or augment any service competitive to WENO Services.

No rights or licenses are granted except as expressly and unambiguously set forth in the Agreement. If you violate any of the restrictions set forth in this section of the Agreement, WENO shall own all right, title and interest relating to any and all intellectual property, inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part. You hereby agree to make all assignments necessary to accomplish the foregoing ownership. In furtherance of such assignment obligation, to the extent you apply or integrate pre-existing intellectual property that is not owned by WENO in the development, conceiving or reducing to practice of any intellectual property, inventions, works of authorship, designs, know-how, ideas and information in violation of any of the restrictions set forth in this section, you grants WENO an unlimited, nonexclusive, nontransferable, sublicensable, perpetual, irrevocable, royalty-free, worldwide license in such intellectual property to copy, reproduce, practice, and compile it and create derivative works from it, without any duty to account to you.

You acknowledges and agree that there can be no adequate remedy at law for any breach of its obligations under this section and therefore, that upon any such breach or any threat thereof, WENO shall be entitled

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to appropriate equitable relief in addition to whatever remedies it might have under the Agreement or applicable law.

This Prohibited Content and Activities Section shall survive termination of the Agreement or any underlying agreement by and between WENO and you for three years.

Copyright

In an effort to protect the rights of content owners, WENO maintains a policy for the termination, in appropriate circumstances, of users and accounts who are repeat infringers of infringing upon the copyrights of others. If you believe this has happened to you, you may request the removal of the content by contacting WENO in writing and providing the following: 1) identification of the work believed to be infringed and how it was thought to be infringed, 2) a description of the work and its location, 3) the name, address, telephone number, email address of the person reporting the alleged infringement, 4) a statement that in good faith, he/she believe that the complained use of the materials is not authorized by the owner, its agent, or the law, and 5) a statement that the information supplied is accurate, and indicating that "under penalty of perjury," they are the owner of the work or are authorize to act on the owner's behalf, and 6) a signature from the owner of the work or authorized representative along with the printed name.

Services and Fees

Your WENO Online account is free and posted fees for Services are for optional upgrades. We have the sole and complete discretion to set the prices for our Services. All fees for Services payable to WENO from you must be paid in United States currency, in advance, by providing a valid major credit card or bank information for automatic drafts (ACH) in your Manage Account page of the Site. WENO will bill your credit card or bank account in advance for the Services you are using. There are no refunds, but any optional Service can be discontinued prior to your next billing cycle to stop future charges for the Services. All Services and optional fees are posted to your account so they are visible when you are opting to upgrade or downgrade at the time on the Site. Each Party shall be responsible for their respective taxes due. WENO may, from time to time, publish fees for Services in marketing and sales literature, and, when there is a conflict, the fees posted on your account will be the current fees.

Term and Termination

This Agreement will remain in effect until terminated in accordance with this Section. You may terminate this Agreement and your access to the Services at any time. We may terminate this Agreement and your access to the Services at any time by sending you written notice. We may also suspend or terminate your account, or any registered User's access to Services, at any time with or without notice to you, if in our discretion, we believe your account or registered user's account has breached this Agreement. If we terminate your account or a registered user's account, you agree not to establish a new account or re-register the terminated user's account without our prior written consent. This section will survive termination of this Agreement.

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Notices

Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be addressed to the appropriate Party as provided below and shall be effective: (i) on the date of delivery if given in writing and hand delivered; (ii) on the date received, if sent by overnight courier with written proof of receipt, or by First Class United States Mail with postage prepaid and return receipt received; (iii) on the date a printed confirmation is received if sent via facsimile; (iv) the date sent by electronic mail so long as the sender does not receive a message in return that the electronic message is undeliverable; (v) on the date WENO post a notice on the Site. Refusal to accept delivery will be deemed receipt. This section will survive termination of this Agreement.

Notices to WENO

Address to: WENO Exchange LLC , Attention: Legal

If by mail or overnight courier: address found on wenoexchange.com

If by email: admin@wenoexchange.com

Notices to you

Address to: The Account Name as registered

If by mail or overnight courier: the address as registered for your account

Phone: the phone number as registered for your account

If by Facsimile: the facsimile as registered for your account

If by email: the email as registered to the owner or any administrative user of your account

If by posting on the Site: the notice must be accessible to the owner or administrative users of your account.

Data Delete and Storage Policy

Secure messages and associated threads will be deleted permanently 90 days from the last sent date. It is your responsibility to save any messages prior to their scheduled delete date. All e-Prescribing transactions will be stored for two years and accessible to registered users with authority to access the transactions.

3rd Party Links

WENO services may contain links to other websites ("Linked Site"). WENO is providing these Linked Sites to you as a convenience, and the inclusion of any Linked Site does not imply endorsement by WENO. The Linked Sites are not under the control of WENO and WENO is not responsible for their contents.

Relationship of the Parties

You and WENO are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sale representative, or employment relationship between the Parties. You and WENO will bear its own costs and expenses in performing this Agreement.

No 3rd Party Beneficiaries

Nothing in this Agreement shall be deemed to create any third-party beneficiary rights.

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Respective Successors and Permitted Assigns

The Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. The Agreement will survive an acquisition, merger, divestiture or other transfer of rights or assignment involving the Parties. Each Party will provide 30 days advanced written notice to the other Party following the closing of an acquisition, merger, divestiture or other transfer of right involving the Agreement.

HIPAA Compliance

WENO is compliant with the Health Insurance and Portability Accounting Act of 1996 and its amendments (“HIPAA”). The Agreement contains the Business Associate Addendum (“The Addendum”) and applies only to you if you are a Covered Entity according to the definition in the Addendum.

Intellectual Property

With the exception of a registered user’s content, we own or license all rights, title, intellectual property, technology, copyrights, trademarks, trade names, and interest and to the Sites and all WENO Services, including the content available on our Sites and Services and the information that comes to reside on them (collectively, the “WENO IP”). The WENO IP is protected under United States and international laws. Nothing in this Agreement restricts any rights we may have under applicable law or a separate permission. We are solely responsible for, and will have full discretion with respect to the terms, features, and operations of any WENO Service and related marketing. We do not hereby grant you any license or other rights to the WENO IP. Additionally, you may not use the WENO IP in any way, without limitation, for the purpose of issuing any press release or other activity that may be considered promotional or marketing related without WENO’s prior and express written consent. Any submission, such as ideas or suggestions for modifications or improvements made by you to WENO with respect to the Services, the Site, anything on the Site (whether current or future features), or any pilot or beta program we are offering (“Feedback”) will be our property. You agree to assign, and hereby assign, all right, title and interest worldwide in the Feedback and the related intellectual property rights to us and agree to assist us, at our expense, in perfecting and enforcing such rights. We may disclose or use Feedback for any purposes whatsoever without financial or other obligation to you. If you are participating in a pilot or beta program we are offering, you agree to provide us with any reports we request and to promptly respond to any and all reasonable questions or surveys and other test documents we submit to you. This section will survive the termination of this Agreement.

WENO Directories

All healthcare provider account’s registered locations will be listed in the WENO Directory. Healthcare Provider Accounts are responsible to keep the information current for consumers and other providers to find information about them and send secure messages to their public facing mailboxes and users.

Grant of Logos and Marks

You agree to never display or use any WENO logo or trademark without our prior written permission and to discontinue the use of any WENO logo or trademark upon our request. This section will survive the termination of this Agreement.

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DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. WE SPECIFICALLY DISCLAIM, WITH RESPECT TO ALL SERVICES, SOFTWARE, CONTENT OR PRODUCTS PROVIDED BY OR ON BEHALF OF US IN CONNECTION WITH THIS AGREEMENT. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; (B) THAT THE SERVICES OR THE SITE WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR; AND (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL SUCH WARRANTIES.

Force Majeure

WENO will not be liable or deemed in default for failure to fulfill any obligation under this Agreement due to causes beyond its reasonable control, including but not limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, denial-of-service attacks, insurrection, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, electrical power failures, telecommunication or internet backbone outages, failure of an internet access provider or other similar causes beyond WENO's control, and WENO shall not be liable for losses, expenses or damages, ordinary, special or consequential, resulting directly or indirectly from such causes.

Governing Law

The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Texas, in the United States of America, without reference to its conflicts of laws and principles. This section will survive termination of this Agreement.

Arbitration

In the event the Parties are not able to resolve any dispute between them arising out of or concerning this Agreement, or any provision hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the Parties, in San Antonio, Texas or a location mutually agreed upon by the Parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arise out of or concern this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorney's fees. The Parties agree to arbitrate all disputes and claims in regards to this Agreement or any disputes arising as a result of the Agreement. The Parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the arbitrator. This section will survive termination of this Agreement.

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Class Action Waiver

Any arbitration under this Agreement will take place on an individual account basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and WENO agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. This section will survive termination of this Agreement.

Limitation of Liability

WHILE WE LABOR TO MAKE OUR SYSTEMS AND PROCESSES SECURE, ERROR-FREE, AND EFFICIENT, WE CANNOT GUARANTEE THAT THEY WILL BE, AND WE WILL HAVE NO LIABILITY ARISING FROM SYSTEM OR PROCESS FAILURES, INTERRUPTIONS, INACCURACIES, ERRORS OR LATENCIES. YOU ACKNOWLEDGE AND AGREE THAT WENO CANNOT GUARANTEE THAT YOUR COMMUNICATION AND INFORMATION WILL BE PROTECTED FROM THEFT OR MISUSE OR THAT OTHER REGISTERED USERS WILL COMPLY WITH OUR PROHIBITED ACTIVITIES AND CONTENT USAGE RULES APPLICABLE IN CONNECTION WITH THE USE OF THE SERVICES OR THE SITE, AND WENO WILL HAVE NO LIABILITY ARISING FROM A FAILURE OF ANY SYSTEM OR PROCESS FAILURE, INTERRUPTIONS, INACCURACIES, ERRORS, LATENCIES, OR OF ANY REGISTERED USER'S UNWILLINGNESS TO COMPLY WITH ANY OF OUR REQUIREMENTS. WE WILL IN NO EVENT BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR RELIANCE DAMAGES ARISING FROM OR IN RELATIONS TO THIS AGREEMENT, OR FOR ANY EQUITABLE REMEDY OF DISGORGEMENT OR OTHERWISE, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. IF A JURISDICTION DOES NOT PERMIT THIS EXCLUSION OF LIABILITY AND IF THE ABOVE LIMITATION ON LIABILITY DOES NOT APPLY TO YOU, THEN YOU AGREE THAT IN NO EVENT WILL OUR TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED ONE UNITED STATES Dollar (\$1.00). This section will survive termination of this Agreement.

Statute of Limitations

You agree that any claim or cause of action arising out of this Agreement or use of the Services must be filed within one year after such claim or cause of action arose or be forever abated, regardless of any statute or law to the contrary. This section will survive termination of this Agreement.

Indemnification

You agree to indemnify, defend, and hold harmless WENO and its affiliates, officers, directors, employees, contractors, and licensors from any demands, claims, damages, liabilities, expenses, or harms (including attorney fees) arising out of or related to your use of WENO's Services or breach of this Agreement. You will not settle any indemnified claim without our written consent. This section will survive termination of this Agreement.

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Severability

If any part of this Agreement shall be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable as long as the commercial goals of the Agreement may be reasonably met. The failure of WENO to enforce any provision of this Agreement will not constitute a waiver of WENO's rights to subsequently enforce the provision. Your failure to enforce any provision of this Agreement will not constitute a waiver of your rights to subsequently enforce the provision. This section will survive termination of this Agreement.

Headings

The heading of any section or subsection contained in this Agreement is for convenience only and shall not be deemed a part of this Agreement or a representation as to the contents of the same.

Language

Any version of this Agreement in a language other than English is provided for convenience and the English language version will control if there is any conflict.

Entire Agreement

This Agreement, and all documents referenced herein, is the Parties' entire Agreement relating to its subject and supersedes any prior or contemporaneous agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. This section will survive the termination of this Agreement.

WENO BUSINESS ASSOCIATE ADDENDUM (For Healthcare Providers Only)

THIS WENO BUSINESS ASSOCIATE ADDENDUM (this "**Addendum**") is an agreement that is made part of any underlying WENO Service Agreement (the "**Agreement**") by and between WENO Exchange LLC ("**WENO**") and you, or if applicable, the entity you represent ("**YOU**" or "**YOURS**") as amended from time to time. This Addendum takes effect upon execution of the Agreement (the "**Effective Date**"). You represent to WENO that you are not a minor and are legally able to enter into contracts. If you are entering into this Addendum for an entity, you represent to WENO that you have the legal authority to bind that entity.

The parties hereby agree as follows:

1. **Catch-all definitions.** The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Limited Data Set, Notice of Privacy Practices, Protected Health Information ("PHI"), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
2. **Specific definitions.** "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean WENO. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

3. **Obligations and Activities of Business Associate.** Business Associate agrees to:
 - a. Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;
 - b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of PHI other than as provided for by the Agreement;
 - c. Within twenty days, report to YOU any use or disclosure of PHI not provided for by the Agreement of which it becomes aware of, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware;
 - d. In accordance with 45 CFR 164.5029(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
 - e. Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
 - f. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
 - g. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
 - h. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
 - i. Make its internal practices, books, and records, available to the Secretary for purposes of determining compliance with the HIPAA Rules.

4. **Permitted Uses and Disclosures by Business Associate**
 - a. Business Associate may use or disclose protected health information as necessary to perform functions, activities, or the services set forth in the Agreement between the Parties, provided that such use or disclosure does not violate the HIPAA Rules.
 - b. Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that such disclosures are (i) Required by law, or (ii) Business Associate obtains reasonable assurances, evidenced by written contract, from the person or entity 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 or entity, and the person or entity agrees to notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. All disclosures will be made in accordance with the HIPAA Rules.
 - c. Business Associate may conduct data aggregation, as that term is defined in the HIPAA Rules under 45 CFR Section 164.501.
 - d. Business Associate may use Protected Health Information to de-identify Protected Health Information in accordance with 45 CFR 164.514 of the HIPAA Rules, and Business Associate may subsequently use and disclose de-identified data unless prohibited by applicable law.
 - e. Business Associate shall use, disclose, or request Protected Health Information in a Limited Data Set if practicable. Otherwise, Business Associate shall, in the performance of its function and

activities on Covered Entity's behalf, make reasonable efforts to use, disclose, or to request of a Covered Entity only the minimum Protected Health Information necessary to accomplish the intended purpose of the use, disclosure, or request when Covered Entity would be required to do so by 45 CFR 164.502(b) of the HIPAA Rules.

5. **Covered Entity's Responsibilities to Business Associate**

- a. Covered Entity shall notify Business Associate, within 15 days, if practical, of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 64.520 of the HIPAA Rules, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

6. **Term and Termination**

- a. **Term.** The Term of this Addendum shall be effective as of the Effective Date, and shall terminate on upon termination of the Agreement or on the date either party terminates for breach as authorized in paragraph (b) of this Section, whichever is sooner.
- b. **Termination for Breach.** Either party may terminate the Agreement if it reasonably determines that the other party has breached a material provision of this Addendum. The terminating party may exercise the right to terminate the Agreement by providing the breaching party written notice of termination, stating the breach of the Addendum that provides the basis for the termination. If the breaching party has not cured the breach within a reasonable time after receipt of the notice of termination, the terminating party may terminate this Agreement.
- c. **Obligations upon Termination.** Upon termination of this Agreement for any reason, Business Associate shall, if feasible, return to Company or destroy all Protected Health Information. Business Associate shall complete such return or destruction as promptly as possible. If Business Associate, determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall, at its sole discretion, extend the protection of the Addendum 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.
- d. **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement.

7. **General Provisions**

- a. **Conflicts.** The terms and conditions of this Addendum will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of Agreement remain in full force and effect.
- b. **Interpretation.** Any ambiguity in the Addendum shall be interpreted to permit compliance with the HIPAA Rules.
- c. **Regulatory Reference.** A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.
- d. **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the State of Texas, to the extent not preempted by federal law.