

## VeeVee Business Associate Addendum

THIS VEEVEE BUSINESS ASSOCIATE ADDENDUM (hereinafter the ‘Addendum’) is an agreement between 2<sup>nd</sup> Opinion LLC doing business as VeeVee.io (hereinafter ‘VeeVee’) and you or the entity you represent (hereinafter ‘You’ or ‘Your’), and is an addendum to the VeeVee Terms and Conditions Agreement located at veevee.io/terms (and any successor locations designated by VeeVee) by and between you and VeeVee, or other agreement between you and VeeVee governing your use of the VeeVee Information Services (hereinafter the ‘Agreement’). This Addendum takes effect with respect to the HIPAA Account (as defined below) on the date when you click an ‘Accept VeeVee Business Associate Addendum for this account’ button (or other electronic or paper means made available by VeeVee for such purpose) presented with this Addendum (hereinafter the ‘Addendum Effective Date’). You represent to VeeVee that you are lawfully able to enter into contracts. If you are entering into this Addendum for an entity, such as the company you work for, you represent to VeeVee that you have legal authority to bind that entity.

**The parties hereby agree as follows:**

**1. Applicability and Definitions**

- a. This Addendum applies only to the HIPAA Account. The ‘HIPAA Account’ means the account under the Agreement: (a) that you used to log in to VeeVee (or any successor service offered by VeeVee) to accept this Addendum and that you identified as described herein below in Section 4.a.i. You acknowledge that this Addendum does not apply to any other accounts you may have now or in the future, and that any of your accounts that do not satisfy all of the HIPAA Account requirements are not subject to this Addendum. Unless otherwise expressly defined in this Addendum, all the following terms in this Addendum will have the meaning set forth herein.
- b. Definitions
  - i. HHS refers to the U.S. Department of Health and Human Services, a cabinet-level executive department of the U.S. government responsible for protecting the health of Americans and providing essential human services
  - ii. HHS Secretary refers to the United States Secretary of Health and Human Services, a Cabinet-level position appointed by the President and confirmed by the Senate.

- iii. 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), and their implementing regulations.
- iv. HIPAA Eligible Services means only the VeeVee products and services identified by VeeVee, in VeeVee's sole discretion. VeeVee can, in its sole discretion, add or remove any HIPAA Eligible Services.
- v. Information Systems or Information Services means combinations of hardware, software, data, people, and processes that work together to collect, process, store, and distribute information to support VeeVee's goals.
- vi. PHI means protected health information as defined in 45 C.F.R. § 160.103 that is received by VeeVee from or on behalf of you, Individual(s), a Business Associate, a Covered Entity or an End User, and that is in a HIPAA Account using VeeVee's Information Services.
- vii. Business Associate means a person or entity, other than a member of a covered entity's workforce, that performs functions involving the creation, use, maintenance, or transmission of protected health information (PHI) on behalf of a covered entity.
- viii. Covered Entity means a person or organization that is a healthcare provider, a health plan, or a healthcare clearinghouse that handles protected health information (PHI).
- ix. Individual means any natural person, including his or her spouse, and including other dependents thereof within the meaning of the Internal Revenue Code of 1986 ( 26 U.S.C. 152 )
- x. End User means the person that receives and ultimately uses VeeVee's Information Systems, products, goods, service, and or technology.
- xi. Customer Content means all and any material created or provided by End User, such as texts, images, videos, reviews, feedback, prompt responses, interactions, prompt ignorance, events, other signals, and or any other media exchange that is used by VeeVee's Information Systems, products, good, service, and or technology.

## 2. Permitted and Required Uses and Disclosures

- a. Services
  - i. VeeVee may use or disclose PHI for or on behalf of you as specified in the Agreement.
- b. Administration and Management of VeeVee

- i. VeeVee may use and disclose PHI as necessary for the proper management and administration of VeeVee. Any disclosures under this section will be made only if VeeVee 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 VeeVee of any instances of which it is aware in which the confidentiality of the information has been breached.

### 3. Obligations of VeeVee

#### a. VeeVee Obligations Conditioned on Appropriate Configurations

- i. For any of your accounts other than the HIPAA Account, VeeVee does not act as a Business Associate under HIPAA and will have no obligations under this Addendum. If you have additional accounts that need to be covered under the VeeVee Business Associate Addendum, you must accept a separate VeeVee Business Associate Addendum that covers each of those respective accounts individually.

#### b. Limits on Uses and Disclosures

- i. VeeVee 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 by law or under HIPAA for a Business Associate.

#### c. Safeguards

- i. VeeVee 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 VeeVee and as reflected in the Agreement.

#### d. Changes in HIPAA Eligible Services

- i. VeeVee can, in its sole discretion, add or remove any HIPAA Eligible Services. VeeVee will provide at least two (2) months' prior notice to you before removing an existing product, service or functionality of a HIPAA Eligible Service. VeeVee will not be obligated to provide such notice under the prior sentence if the removal is necessary to (a) address an emergency, or risk or harm to the HIPAA Eligible Services or to VeeVee, (b) respond to claims, litigation, or loss of license rights related to third party intellectual property rights or other legal obligations, (c) comply with law, (d) for other unforeseen reason that impacts the business operations of VeeVee, but

should any of the preceding occur, VeeVee will provide sound prior notice as is reasonably practicable or possible given the circumstances and the certainty of a resolution timeline.

e. Reporting

- i. For all reporting obligations under this Addendum, the parties acknowledge that, because VeeVee does not know the nature of PHI contained in any of your accounts, it will not be possible for VeeVee 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.

f. Reporting of Impermissible Uses and Disclosures

- i. VeeVee will report to you, in the best of VeeVee's capabilities and within a year of the incident or a reasonable time afterwards, any use or disclosure of PHI, not permitted or required by this Addendum of which VeeVee becomes aware.

g. Reporting of Security Incidents

- i. VeeVee will report to you on an annual basis any Security Incidents involving PHI of which VeeVee 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.

h. Reporting of Breaches

- i. VeeVee will report to you any Breach of your Unsecured PHI that VeeVee may discover to the extent required by 45 C.F.R. § 164.410.

i. Subcontractors

- i. VeeVee will ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of VeeVee 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.

- j. Access to PHI
  - i. VeeVee will make PHI in a Designated Record Set available to you so that you can comply with 45 C.F.R. § 164.524.
- k. Amendment to PHI
  - i. VeeVee will make PHI in a Designated Record Set available to you for amendment and incorporate any amendments to the PHI, as may reasonably be requested by you in accordance with 45 C.F.R. § 164.526.
- l. Accounting of Disclosures
  - i. VeeVee will make available to you the information required to provide an Accounting of Disclosures in accordance with 45 C.F.R. § 164.528 of which VeeVee is aware, if requested by you.
  - ii. You will be solely responsible for identifying which Individuals, if any, may have been included in Customer Content that VeeVee has disclosed and for providing a brief description of the PHI disclosed.
  - iii. Since VeeVee cannot readily identify which Individuals are identified or what types of PHI are included in VeeVee's Information Systems you or any End User (a) run on HIPAA Eligible Services, (b) cause to interface with the HIPAA Eligible Services, or (c) upload to the HIPAA Eligible Services under your account or otherwise transfer, process, use or store in connection with your VeeVee account, You will be solely responsible for identifying which Individuals, if any, may have been included in Customer Content that VeeVee has disclosed and for providing a brief description of the PHI disclosed.
- m. Internal Records
  - i. VeeVee 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 your 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. Your Obligations

- a. Identification of the HIPAA Account
  - i. By accepting this VeeVee Business Associate Addendum you have identified the account that you used to log in to VeeVee to accept this Addendum as an account that contains PHI.
- b. Appropriate Use of the HIPAA Account

- i. You are responsible for implementing appropriate privacy and security safeguards in order to protect your PHI in compliance with HIPAA and this Addendum. Without limitation, you will (a) not include PHI in any VeeVee Information System that are not HIPAA Eligible Services, (b) utilize the highest level of audit logging in connection with your use of all HIPAA Eligible Services, and (c) maintain the maximum retention of logs in connection with your use of all HIPAA Eligible Services.
- c. Appropriate Configurations
  - i. You are solely responsible for configuring, and will configure, the HIPAA Account as follows:
    1. Encryption: You must maintain encryption on all PHI stored or transmitted using the HIPAA Eligible Services in accordance with the Secretary of HHS' Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals.
    2. Necessary Consents: You warrant that you have obtained any necessary authorizations, consents, and other permissions that may be required under applicable law prior to placing Customer Content, including without limitation to PHI, on VeeVee's Information Systems.
    3. Restrictions on Disclosures: You will not agree to any restriction requests or place any restrictions in any notice of privacy practices that would cause VeeVee to violate this Addendum or any applicable law.
    4. Compliance with HIPAA: You will not request or cause VeeVee to make a use or disclosure of PHI in a manner that does not comply with HIPAA, HITECH, HHS guidance, this Addendum, or VeeVee's terms and conditions.

## 5. Term and Termination

- a. Term
  - i. The term of this Addendum will commence on the Addendum Effective Date and will remain in effect with respect to the HIPAA Account until the earlier of (a) the termination of the Agreement, or (b) the termination of this Addendum by either party.
- b. Termination

- i. You have the right to terminate this Addendum for any reason upon notice to VeeVee. VeeVee has the right to terminate this Addendum for any reason at any time, in its sole discretion, to the extent that is permissible by law.
- c. Effect of Termination
  - i. At termination of this Addendum, VeeVee, if feasible and permissible by law, will destroy all PHI that VeeVee still maintains in any form and retains no copies of such information.
  - ii. The parties acknowledge that it is not feasible for VeeVee to return PHI upon termination of this Addendum to You.
  - iii. The parties acknowledge that VeeVee cannot return PHI information to any Individual, Business Associate, Covered Entity, or End User.

## 6. No Agency Relationship

- a. As set forth in the VeeVee terms and conditions, nothing in this Addendum is intended to make either party an agent of the other. Nothing in this Addendum is intended to confer upon you the right or authority to control VeeVee's conduct in the course of VeeVee complying with terms and conditions and Addendum.

## 7. Nondisclosure

- a. You agree that the terms of this Addendum are not publicly known and constitute VeeVee's Confidential Information under the Agreement.

## 8. Entire Agreement; Conflict

- a. 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 final, complete and exclusive representation and 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.
- b. 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.
- c. VeeVee 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.

## 9. Modification

- a. From time to time, VeeVee may modify the terms of this Addendum, but no modification or amendment of any portion of this Addendum will be effective unless in writing and accepted by you and by VeeVee.

**10. End.**