

Cura Remote Patient Monitoring Medical Provider - Terms and Conditions

Read the agreements below carefully. Two parts are contained. 1) Medical Provider Service Agreement and 2) Business Association Agreement. Together these components create Contract between the Medical Provider and Cura Digital Health Solutions

Medical Provider Service Agreement

This Service Agreement is entered into by and between Cura Digital Health Solutions, Inc, Inc. a Delaware corporation (doing business as “Cura”) and the individual Medical Provider(s) or professional organization signing below (the “Medical Provider”) as of the date appearing below the signature on behalf of Cura (the “Effective Date”).

RECITALS

WHEREAS, The Medical Provider conducts a medical practice in which he or she intends to implement remote patient monitoring (“RPM”) with patients.

WHEREAS, The Medical Provider is made up of licensed medical professional or professionals who practice medicine in accordance with the laws of the state of license(s). Such professionals are by definition of their credentials able to provide medical service to Medicare and other patients.

WHEREAS, Cura does not participate in the practice of medicine but solely provides Software as a Service to provide “Services” to the Medical Provider in the practice of medicine.

WHEREAS, Cura produces and supplies devices (Blood Pressure Cuff, Weight Scale, Pulse Oximeter, Thermometer, FEV1 Flow Meter) and provides related services (the “Cura Service”) that together gather and present health-related data obtained from individuals through the use of the devices to assist Medical Providers in monitoring the physiological parameters of patients enrolled in RPM programs. Cura further provides other health and behavioral screening.

WHEREAS, Medical Provider desires to provide the Cura devices to enrolled patients in his or her RPM Program, and to engage Cura to collect and make available to Medical Provider the data obtained from the patient’s use of the Cura devices.

AGREEMENT

In consideration of the Recitals and the agreements set forth below, the parties agree as follows:

1. **Evaluation Devices.** You will receive evaluation devices as part of the Cura service. These are yours to use and demonstrate in office the devices patients will receive. If you choose not to use the service, you must send the devices back to Cura. If you do not send the devices back upon request, we will charge you \$159 for the devices.
2. **Enrollment of Individuals.**
 - a. Upon request via the Cura Web Platform (Platform) or direct communication and bulk uploads from Medical Provider with respect to a patient(s) enrolled in Medical Provider's RPM Program (a "Patient"), Cura shall provide Medical Provider with Cura devices for use by the Patient, and enroll the Patient in the Cura Service. Associated with this service the Medical Provider shall obtain consent or allow Cura via digital consent generated on behalf of the Medical Provider. The electronically or otherwise signed counterpart of Patient consent, shall be maintained for record in the Cura RPM platform. The provision of the Patient Agreement by Medical Provider shall constitute Medical Provider's representation to Cura that the Medical Provider (or personnel in the Medical Provider's office) explained the purpose of the Patient Consent to the Patient, and has a rightfully established Medical Provider-Patient Relationship.
 - b. Medical Provider shall inform each Patient of his or her order to be enrolled in remote patient monitoring. This shall constitute the Enrollment Period "Enrollment Period." Patients enrolled in the Cura Services are referred to as "Enrolled Patients." Should termination of enrollment of an Enrolled Patient occur prior to 4 consecutive months of use the Medical Provider shall make commercially reasonable efforts to secure the return of Cura devices provided to the Patient, and shall return it to Cura promptly after it has been returned by the Patient. Cura will help the provider in this process.
 - c. Medical Provider shall be solely responsible for complying with all applicable Medicare requirements for the provision of RPM services and for claiming payment for such services.
3. **License.** Cura grants to Medical Provider a limited, nontransferable, nonexclusive, license to use the Cura Service and any related software during the term of this Agreement and subject to the provisions of this Agreement, solely for the Medical Provider's internal use in providing services to his or her Patients in connection with Medical Provider's RPM Program. Medical Provider acknowledges that the Cura Service contains trade secrets of Cura, and protection of such trade secrets is vital, Medical Provider agrees not to disassemble, decompile or reverse engineer any component of the Services nor permit any third party to do so, except to the extent such restrictions are prohibited by law. Cura reserves title, all rights and licenses in and to the Service not expressly granted to the Medical Provider under this Agreement. Upon termination of this Agreement, Cura will maintain the ability of the Medical provider to access existing records for any and all billing or auditing matters.

Medical Provider shall cease to use the Cura Service and Cura may, with 7 days notice, terminate Medical Provider's access to the Cura Service, and also terminate Cura's services to any of Medical Provider's Patients enrolled in the Cura Service. Medical Provider shall be solely responsible for notifying his or her patients of the termination of their participation in the Cura Service.

4. **Provision of Service.** Cura shall provide the Cura Service to Medical Provider for each of his or her Enrolled Patients during the Patient's Enrollment Period. The Cura Service shall be provided substantially in accordance with the documentation for the Service from time to time made available to Medical Provider by posting on Cura's web site (www.cura.com) (the "Documentation"). All functionality, features, specifications and other information about the Cura devices or Service, including, but not limited to, the design, components, performance, availability, and capabilities of the product and service are subject to change without notice. Any material change will be reflected in the Documentation.
5. **Billing and Collection.** Medical Provider shall be solely responsible for billing for services provided by Medical Provider, including ensuring that all such services are provided and billed in strict accordance with all applicable laws, regulations and payer program policies.
6. **Payment.** Cura's monthly service fee is \$22 for each of the Medical Provider's enrolled patients that register at least one data set. Cura's monthly service fee covers the patient's medical device(s), replacement device(s), hosting, cellular services, shipping costs. In the first month an onboarding service (patient and medical provider setup, education, training) and customer support fee of \$18 is billed. Cura offers a full service option in which Cura medical assistants interact with your patients on your behalf. This fee provides ongoing support for \$18 per month per patient delivered with 20 minutes of monitoring. For each additional 20 minutes a fee of \$12 is incurred. Cura's monthly service fee begins as soon as the first data is entered by the patient for the \$22 base fee and each month for the full service fee. Medical Provider authorizes Cura to store Medical Provider's payment method(s) and to automatically charge the payment method(s) every month on a net 30 day billing cycle until Medical Provider cancels per the payment schedule below.

Software Service only	\$22 per month per active device
Onboarding Service	\$18 charged in first month of use only
Full Service for RPM	\$18 per patient month in month 2 and beyond when Medical Provider Selects full service
Full Service for CCM	\$18 per patient per month
Software for CCM and assessments	\$0 per month when an anticipated 50 RPM patients are enrolled

7. **Term and Termination.** This Agreement shall become effective on the Effective Date, and shall remain in effect until terminated by either party on not less than sixty (60) written days' notice to the other. Following termination, Cura shall be entitled to continue to charge for Cura's monthly service fee for services in progress or already rendered in accordance with Section 5 for the service fee cycles prior to termination. For any services not yet initiated no fee shall be charged. In addition, the following provisions shall survive termination: Section 11 (Confidentiality), Section 12 (Health Information), Section 14 (Indemnification), Section 16 (Limitation of Liability), Section

17 (Governing Law and Dispute Resolution), Section 18 (Arbitration of Disputes), Section 19 (Limited Time for Bringing Claims) , Section 20 (No Jury Trial), and any other section which is intended to survive termination.

8. **No Obligation to Refer.** Medical Provider acknowledges and agrees that Cura does not and will not refer patients to Medical Provider or recommend Medical Provider or Medical Provider's services, and will remain under no obligation to do so. The parties agree to comply with applicable laws and regulations relating to the referral of patients for services, including the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)).
9. **No Patient Solicitation or offerings.** Cura or its associates will not solicit patients of the Medical Provider in anyway.
10. **No Warranty Of Collection Or Collectibility; Responsibilities Of Medical Provider.** Cura makes no representation or warranty concerning the collectability of claims for the assigned services, and no promise or guarantee that it will collect anything on account of the assigned services. Without limiting the foregoing, Cura makes no representation that the assigned services or any services provided in connection with the Cura devices or Services are eligible for payment under the Medicare program or any other government or private payment program, and Medical Provider agrees that he or she is solely responsible for ensuring that all services for which claims for payment are made under this agreement are eligible for payment, and that Medical Provider has complied with all necessary laws, regulations, and conditions for payment.
11. **User Terms of Service Agreement.** The Medical Provider acknowledges that he or she has read the Cura Terms of Service Agreement for users, and understands and accepts the limitations on the Cura Services described therein.
12. **Confidentiality.**
 - a. Medical Provider may not disclose Cura's Confidential Information to any other person, and may not use any Confidential Information except for the purpose of this Agreement. Medical Provider agrees to hold all Confidential Information in full confidence and to take all measures necessary to prevent unauthorized copying, use, or disclosure of Confidential Information, and to keep the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain its confidentiality. Medical Provider may disclose Confidential Information only to members of his or her workforce who have a need to use it for the purposes of this Agreement. Medical Provider will inform all such recipients of the confidential nature of Confidential Information and will instruct them to deal with Confidential Information in accordance with the terms of this Agreement. Medical Provider will promptly advise Cura in writing of any improper disclosure, misappropriation, or misuse of the Confidential Information by any person, which may come to Medical Provider's attention.
 - b. Medical Provider agrees that Cura will suffer irreparable harm if Medical Provider fails to comply with his or her obligations set forth in Section 7, and Medical Provider further agrees that monetary damages will be inadequate to compensate Cura for any such breach. Accordingly, Medical Provider agrees that Cura will, in addition to any other remedies available to it at law or in equity, be entitled to the issuance of injunctive relief to enforce the provisions hereof, immediately and without the necessity of posting a bond.
 - c. This Section will survive the termination or expiration of this Agreement for any reason.
 - d. "Confidential Information" means any information concerning Cura's business, financial affairs, current or future products or technology, trade secrets, workforce, customers, or any other information that is treated or designated by us as confidential or proprietary, or would reasonably be viewed as confidential or as having value to our competitors. Cura and its licensors are, and shall remain, the sole and exclusive owners of all right, title and

interest in and to all Intellectual Property Rights held by Cura. Cura hereby grants Group and the Authorized Service Recipients a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable non-sub licensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any of Cura's Materials (but not as to the Intellectual Property owned by third parties) to the extent incorporated in, combined with or otherwise necessary for the use in connection with the Services.

13. **Health Information.** All Personal Health Information (PHI) of Medical Provider's Patients that is obtained by Cura from Medical Provider, or from a Patient while he or she is enrolled in Medical Provider's RPM Program, shall be the property of Medical Provider, and shall be subject to the terms of the Business Associate Agreement. In the event of Cura identifying urgent medical data Cura may contact emergency medical service agencies for the purpose of obtaining emergency medical care for the patient, and may disclose health information to its contractors to assist in obtaining emergency medical care for patients of the Medical Provider.
14. **Communication.** Cura may communicate with the Medical Provider's Patients enrolled in the RPM program on behalf of the Medical Provider. Communications include content to ensure patient compliance with Medical Provider's RPM program and the delivery of reports generated by Medical Provider in the Cura Platform. Communications include phone calls, SMS messages, emails, letters, and push notifications.
15. **Use of Cura Services and Systems.**
 - a. Compliance with Security Policies and Procedures. In accessing the Cura Service, Medical Provider agrees to comply with all privacy and security policies and procedures from time to time adopted by Cura for the access to and use of the Cura Service. Medical Provider agrees to enforce such policies and procedures in connection with the use of the Cura Service by Medical Provider's workforce.
 - b. Except as required by law, Medical Provider shall not permit any third party (other than Medical Provider's authorized workforce) to have access to the Cura Service without the prior written agreement of Cura. Medical Provider will promptly notify Cura of any order or demand for compulsory disclosure of information if the disclosure requires access to or use of the Service, and Medical Provider will cooperate fully with Cura in connection with any such demand.
16. **Service Availability.** The Cura devices uses either cellular radio transmissions and Wifi transmissions to access the Cura Service and may be subject to transmission limitations, delays, and other problems inherent in the use of any communication path. This includes, without limitation: failure for any reason, malfunction or interruption of any communication path due to human or natural causes including, without limitation, telephone, cellular, radio, Internet, and broadband problems or Provider problems; radio or cellular transmission interference caused by, among other reasons, atmospheric or topographical conditions, or other conditions outside of Cura's control, including without limitation force majeure events. Cura is not responsible for any damages or losses caused by these or other service interruptions.
17. **Indemnification.** Medical Provider agrees to indemnify, defend, and hold Cura and its officers, directors, employees, contractors and agents harmless from and against any claims arising out of the use of the Cura devices or service in connection with the provision of health care services by Medical Provider or health care Providers under his or her supervision, or the claiming of payment for any such services (whether by Medical Provider or by Cura in accordance with Section 5), or any breach of this agreement by Medical Provider.

18. **Disclaimer of Warranties.** Cura does not promise uninterrupted or error-free service. Cura does not make any guarantees or warranties that the devices or service will work as intended, or at all, and expressly disclaims all warranties, express and implied, with respect to the devices and the service, including the warranties of merchantability and fitness for a particular purpose.
19. **Limitations on Liability.** Medical Provider agrees, for themselves and their heirs or successors and assigns, that, to the maximum extent permitted by law, Medical Provider will limit his or her claims for damages or other monetary relief against Cura to direct damages. Neither Cura nor its contracted service providers will be liable for any incidental, consequential, indirect or punitive damages resulting from any claim in any way connected with this Agreement or Medical Provider's or his or her patients' use of the Cura devices or service, or Cura or anyone else's actions or inaction in connection with Medical Provider's or his or her patients' use of the devices or service. Medical Provider agrees that, except as expressly set forth in this agreement, the maximum liability of Cura and its affiliates and contracted service provider in connection with any claim will be equal to Medical Provider's cost of the device, plus Medical Provider's cost of the Cura service for the twelve months preceding the event that gave rise to the claim. Medical Provider also agrees that, to the maximum extent permitted by law, these damages will be Medical Provider's only remedy regardless of what legal theory (including, without limitation, breach of contract, breach of warranty, product liability or negligence) is used to determine whether Cura or its contracted service provider were liable for the injury or loss. Medical Provider acknowledges that the fees Cura charges for the service are not sufficient to allow Cura to assume any greater liability, and without this limitation Cura would not provide Medical Provider with the Cura devices or the service. Except to the extent of the damages provided for above, and to the maximum extent permitted by law, on behalf of him- or herself and his or her heirs, successors and assigns, Medical Provider waives all rights to recover compensation or damages of any kind relating in any way to this agreement or to his or her use of the Cura devices or service.
20. **Governing Law and Dispute Resolution.** This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of law provisions. Subject to the section entitled "**Arbitration of Disputes**" below, exclusive jurisdiction and venue of any action arising out of this Agreement or Medical Provider's use of the Cura devices or Services will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.
21. **Arbitration of Disputes.** Any claim or dispute between you and Cura in any way related to or concerning this Agreement, or the provision of services or products to Medical Provider, including any billing disputes (claim), shall be submitted to final, binding arbitration before the American Arbitration Association ("AAA"). This Agreement to Arbitrate also requires Medical Provider to arbitrate claims against other parties relating to the services or products provided or billed to Medical Provider, including suppliers of services and products and partners and Cura' retail dealers, if Medical Provider also asserts claims against Cura in the same proceeding. the parties acknowledge that the agreement affects interstate commerce and that the Federal Arbitration Act and Federal Arbitration Law apply to arbitrations under this Agreement. Before instituting arbitration, Medical Provider agrees to provide Cura with an opportunity to resolve his or her claim by sending a written description of the claim to Cura at: Cura Legal Department, 6130 East 81st Street, Tulsa OK 74137, and negotiating with Cura in good faith regarding the claim. If the parties are not able to resolve the claim within thirty (30) days of receipt of Medical Provider's notice, then either party, instead of suing in court, may initiate arbitration proceedings with the AAA. Arbitration will be conducted under the AAA's commercial arbitration rules, which are available by calling the AAA at www.adr.org. Each party agrees to pay its own fees, costs, and

expenses, including those for any attorneys, experts, and witnesses. An arbitrator may only award as much and the type of relief as a court with jurisdiction in the place of arbitration that is consistent with law and this agreement. An arbitrator may issue injunctive or declaratory relief but only applying to you and us and not to any other customer or third party.

22. **Limited Time for Bringing Claims.** No suit, arbitration or other legal proceeding connected with this agreement or your use of the Cura product or service may be brought more than one year after the incident giving rise to the claim has occurred.
23. **No Jury Trial.** To the maximum extent permitted by law, the parties waive their rights to a jury trial, and agree that any claim arising out of or connected with Medical Provider's use of the Cura devices or Service to which the arbitration provisions of this Agreement are for any reason held not to apply, will be determined by a judge of the appropriate court.
24. **Subcontractors.** Cura does not use Subcontractors.
25. **Agreement Severable.** The parties agree that if any provision of this agreement is found to be invalid or unenforceable, it will be enforced to the maximum extent possible, and if it is not enforceable it will be severed from the other provisions of this Agreement, and the other provisions will be given full force and effect.
26. **Assignment.** Cura may assign this Agreement without restriction. Medical Provider may not assign this Agreement or the Cura service, or any order accepted by Cura under this Agreement to anyone else, in whole or in part, by operation of law or otherwise, without Cura's express written consent. Any attempt to do so will be null and void, and of no effect.
27. **No Waiver.** The failure by Cura to enforce any provision of these Terms will not constitute a waiver of future enforcement of that or any other provision. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of the Terms will remain in full force and effect.
28. **Force Majeure.** Cura will not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, war, terrorism, riot, or acts of God.
29. **Notices.** All notices required or permitted to be given under these Terms must be in writing and will be deemed given: (i) upon actual delivery, if made by personal service; (ii) if transmitted by electronic mail to Cura at support1@cura.com, or to Medical Provider at the email address set forth below, as long as, in either case, the party giving notice does not receive a notice that the electronic mail was not delivered; (iii) three (3) days after mailing, if mailed by U.S. certified or registered mail, first class postage prepaid; and (iv) one (1) business day after delivery to the courier or overnight delivery service, if made by courier or overnight delivery service. All notices will be addressed to such address as the party who is to receive the notice so designates by written notice to the other.
30. **Amendments.** Cura reserves the right to change the Service and to amend this Agreement at any time, for any reason. Any amendment must be in writing and signed by Cura, or posted on the Cura website and identified as the Cura Medical Provider Service Agreement then in effect, or specifically identified as an amendment, revision or update to the Cura Medical Provider Service Agreement, or specifically referred to in the Cura Medical Provider Service Agreement. Cura may from time to time change the terms of this agreement by posting the revised agreement or the amended or updated terms on our web site, www.Cura.com, and mailing or emailing Medical Provider a notice of the change at the email address set forth below. If Medical Provider does not agree to the change, he or she may terminate this Agreement as provided in Section 7. By continuing to use the Cura service after Cura emails Medical Provider notice of the change or

post a revised agreement, Medical Provider is agreeing to the change. This agreement cannot be amended by oral statements made by Cura's partners, employees, contractors, or by user guides, product or service descriptions, answers to frequently asked questions, or other explanatory or promotional material that Cura provides.

31. **Disclaimer.** The parties disclaim application of the United Nations Convention on Contracts for the International Sale of Goods.
32. **Entire Agreement.** This Agreement (together with our Privacy Policy available on our website at this link: www.Cura.com/privacy-policy) constitute the complete and exclusive agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous quotations, agreements, communications or understandings, whether written or oral, relating to its subject matter.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year as noted in the electronic dating below.

COMPANY:	
Cura Digital Health Solutions, Inc.	
Name: Tyesha Mosquito	
Title: VP of Physician Relations	
Date:	Signature:
Medical Provider:	
Practice Name:	
Provider Name:	
Date:	Signature:

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**BAA**”) is entered into effective on the date shown below (“**Effective Date**”) by and between Cura Digital Health Solutions, Inc (“**Business Associate**”) and _____ (“**Business Associate**”). (each a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, Covered Entity is a “Covered Entity” as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, (“**HIPAA**”), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services (“**Secretary**”), including, without limitation, the regulations codified at 45 C.F.R. Parts 160 and 164 (“**HIPAA Regulations**”);

WHEREAS, Business Associates will share patient information regarding the screening for SARS nCov-2 infection and in performing said Services as detailed in a General Lab Agreement, Business Associates creates, receives, maintains, or transmits individually identifiable health information;

WHEREAS, the Parties intend to protect the privacy and provide for the security of the individually identifiable health information Disclosed by Covered Entity to Business Associate, or accessed, received, created, or transmitted by Business Associate, when providing Services. Such individually identifiable health information or Protected Health Information (“**PHI**”) will be protected in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (Public Law 111-005) (the “**HITECH Act**”) and its implementing regulations and guidance issued by the Secretary, and other applicable state and federal laws, all as amended from time to time; and

WHEREAS, Business Associates are required under the HIPAA Regulations to follow certain requirements with respect to the Use and Disclosure of PHI, which are met by this BAA. Accordingly, to the extent required by HIPAA, Business Associate agrees to comply with this BAA.

In consideration of the Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS

The following terms shall have the meaning set forth below. Capitalized terms used in this BAA and not otherwise defined shall have the meanings ascribed to them in the HIPAA Regulations.

- I.1. “**Breach**” shall have the meaning given under and [45 C.F.R. § 164.402](#).
- I.2. “**Designated Record Set**” shall have the meaning given such term under [45 C.F.R. § 164.501](#).
- I.3. “**Disclose**” and “**Disclosure**” mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate or to other than member of its Workforce, as set forth in [45 C.F.R. § 160.103](#).
- I.4. “**Electronic PHI**” or “**e-PHI**” means PHI that is transmitted or maintained in electronic media, as set forth in [45 C.F.R. § 160.103](#).
- I.5. “**Protected Health Information**” and “**PHI**” mean any information, whether oral or recorded in any form or medium, provided or seen by the parties to Business Associate, that: (a) relates to the past,

present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) shall have the meaning given to such term under [45 C.F.R. § 160.103](#). Protected Health Information includes e-PHI.

I.6. **“Required by Law”** shall have the meaning given to such term under [45 C.F.R. § 160.103](#).

I.7. **“Security Incident”** shall have the meaning given to such term under [45 C.F.R. § 164.304](#).

I.8. **“Services”** shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to any service agreement(s) between Covered Entity and Business Associate which may be in effect now or from time to time (**“Underlying Agreement”**), or, if no such agreement is in effect, the services or functions performed by Business Associate that constitute a Business Associate relationship, as set forth in [45 C.F.R. § 160.103](#).

I.9. **“Unsecured PHI”** shall have the meaning given to such term under [42 U.S.C. § 17932\(h\)](#), [45 C.F.R. § 164.402](#), and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

I.10. **“Use”** or **“Uses”** mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate’s internal operations, as set forth in [45 C.F.R. § 160.103](#).

I.11. **“Workforce”** shall have the meaning given to such term under [45 C.F.R. § 160.103](#).

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1. Permitted Uses and Disclosures of Protected Health Information. Business Associate shall not Use or Disclose PHI received, accessed, maintained, or created for or on behalf of Covered Entity except to perform the Services required by any Underlying Agreement, or as permitted by this BAA or Required by Law. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations if so Used or Disclosed by Covered Entity. Without limiting the generality of the foregoing, Business Associate is permitted to (i) Use PHI for the proper management and administration of Business Associate; (ii) Use and Disclose PHI to carry out the legal responsibilities of Business Associate, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate obtains an agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached; (iii) Use PHI for Data Aggregation purposes in connection with the Health Care Operations of Covered Entity; and (iv) Use PHI for purposes of de-identification of the PHI.

2.2. Adequate Safeguards of PHI. Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to PHI, to reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.

2.3. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

2.4. Reporting Security Incidents and Non-Permitted Uses or Disclosures. Business Associate shall notify Covered Entity of any Use or Disclosure by Business Associate or its

Subcontractors that is not specifically permitted by this BAA and each Security Incident, including Breaches of Unsecured PHI, within five (5) business days of becoming aware. Notwithstanding the foregoing, Business Associate and Covered Entity acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and Covered Entity acknowledges and agrees that no additional notification to Covered Entity of such ineffective Security Incidents is required, as long as no such incident results in unauthorized access, Use or Disclosure of PHI. If Business Associate determines that a Breach of Unsecured PHI has occurred, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate's written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c).

2.5. Delegated Responsibilities. To the extent that Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entities in the performance of such obligations.

2.6. Availability of Internal Practices, Books, and Records to Government. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Covered Entity's PHI available to the Secretary for purposes of determining Covered Entity's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act.

2.7. Access to and Amendment of Protected Health Information. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall make the PHI it maintains (or which is maintained by its Subcontractors) in such Designated Record Set available to Covered Entity for inspection and copying to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524 within fifteen (15) business days of a request by Covered Entity. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall amend the PHI it maintains (or which is maintained by its Subcontractors) in such Designated Record Sets to enable the Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524 within fifteen (15) business days of a request by Covered Entity.

2.8. Accounting. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, within thirty (30) days of receipt of a request from Covered Entity or an individual for an accounting of disclosures of PHI, Business Associate and its Subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.528.

2.9. Use of Subcontractors. Business Associate shall require each of its Subcontractors that creates, receives, maintains, or transmits PHI on behalf of Business Associate, to execute a written agreement that includes substantially the same restrictions and conditions that apply to Business Associate under this BAA with respect to PHI.

2.10. Minimum Necessary. Business Associate (and its Subcontractors) shall, to the extent practicable, limit its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

TERM AND TERMINATION

3.1. Term. The term of this BAA shall be effective as of the Effective Date and shall terminate as of the date that all of the PHI 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 the PHI, protections are extended to such information.

3.2. Termination for Cause. In addition to and notwithstanding the termination provisions set forth in any Underlying Agreement, upon Covered Entity's or Business Associate's knowledge of a material breach or violation of this BAA by the other Party, the non-breaching Party shall either: (a) Notify the breaching Party of the breach in writing, and provide an opportunity for the breaching Party to cure the breach or end the violation within thirty (30) days of such notification; provided that if the breaching Party fails to cure the breach or end the violation within such time period to the satisfaction of the non-breaching Party, the non-breaching Party may immediately terminate this BAA upon written notice to the breaching Party; or (b) Upon thirty (30) days written notice to the breaching Party, immediately terminate this BAA and any Underlying Agreement if the non-breaching Party determines that such breach cannot be cured.

3.3. Disposition of Protected Health Information Upon Termination. Upon termination or expiration of this BAA, Business Associate shall either return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of this BAA to the PHI for as long as Business Associate retains the PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI infeasible.

MISCELLANEOUS

4.1. Amendment to Comply with Law. To the extent applicable, amendments or modification to HIPAA or the HITECH Act may require amendments to certain provisions of this BAA. Amendments shall only be effective if executed in writing and signed by a duly authorized representative of each Party.

4.2. Relationship to Underlying Agreement Provisions. In the event that a provision of this BAA is contrary to a provision of an Underlying Agreement, the provision of this BAA shall control. Otherwise, this BAA shall be construed under, and in accordance with, the terms of such Underlying Agreement, and shall be considered an amendment of and supplement to such Underlying Agreement, subject to Section 4.3 below.

4.3. Notices. Any notices or communications hereunder shall be in writing by certified mail, return receipt requested, or delivered by a nationally recognized courier service with delivery confirmation, such as FedEx, or by facsimile (with evidence of receipt) at the addresses that follow the signature blocks at the end of this BAA.

4.4. Relationship of Parties. Notwithstanding anything to the contrary in any Underlying Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate obligations under this BAA.

4.5. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with such laws.

4.6. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

4.7. Choice of Law. This BAA shall be governed by the laws of the State of Delaware regardless of the choice of law rules of any jurisdiction. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule. The parties hereby agree and consent that the exclusive venue and jurisdiction for any and all disputes arising under or related to this BAA shall be in the federal or state courts in Delaware and waive any contention that any such court is an improper venue for such disputes.

4.8. Counterparts; Electronic Signatures. This BAA may be executed in one or more counterparts, all of which together shall constitute only one agreement. If any signature is delivered by facsimile or email or is signed in any electronic format, such signature shall create a valid and binding obligation with the same force and effect as if such signature were handwritten.

The Parties hereto have executed this BAA as of the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year as noted in the electronic dating below.

COMPANY:	
Cura Digital Health Solutions, Inc.	
Name: Tyesha Mosquito	
Title: VP of Physician Relations	
Date:	Signature:
Medical Provider:	
Practice Name:	
Provider Name:	
Date:	Signature: