

Velsera Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into by you and the entity you represent (“Client” “Customer” or “Covered Entity”) acting on its own behalf and as agent for each Client Affiliate, and Velsera Inc. and its subsidiaries, including but not limited to Seven Bridges Genomics Inc., PierianDx, Inc. and UgenTec NV, each a Velsera company, (“Velsera” or “Business Associate”) acting on its own behalf and as agent for each Velsera Affiliate. The Agreement is incorporated into and forms part of and supplements the Master Services Agreement (“Principal Agreement”) between Client and Velsera. . The parties intend to use this Agreement to satisfy the Business Associate contract requirements in the regulations at 45 CFR 164.502(e), 164.504(e) and 164.314(a), issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5), and regulations promulgated thereunder.

This BAA applies only to the processing Protected Health Information subject to HIPAA, as defined below by Business Associate on behalf of Covered Entity. Covered Entity acknowledges that this BAA does not apply to Services under the Principal Agreement not subject to the HIPAA requirements. Covered Entity shall explicitly notify Business Associate if any data under the Services contain Protected Health Information and to which it intends that this BAA apply.

1. Definitions

Terms used but not otherwise defined in this Agreement shall have the same meanings as specified in 45 CFR parts 160 and 164. Notwithstanding the foregoing:

- a. Breach. “Breach” shall mean the acquisition, access, use, or disclosure of unsecured Protected Health Information in a manner not permitted under 45 CFR Part 164 subpart E, which compromises the security or privacy of the Protected Health Information.
- b. HIPAA Rules. “HIPAA Rules” shall mean the health information privacy, security, enforcement, and breach notification rules at 45 CFR parts 160 and 164.
- c. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- d. Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, but shall be limited to the information created or received by Business Associate from or

on behalf of Covered Entity.

- e. Required By Law. "Required By Law" shall have the same meaning as specified at 45 CFR §164.103.
- f. Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his/her designee.
- g. Security Incident. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2. Permitted Uses and Disclosures by Business Associate

- a. Business Associate may use and disclose Protected Health Information as necessary to perform functions, activities, or services performed for, or on behalf of, Covered Entity as specified in the Principal Agreement, or as Required by Law.
- b. Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such uses are permitted under applicable law.
- c. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that (i) such disclosures are Required By Law, or (ii) Business Associate obtains reasonable assurances from the person 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, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- e. Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).
- f. Business Associate may use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c), provided that such de-identified information may be used and/or disclosed by Business Associate only as necessary to perform functions, activities, or services performed for, or on behalf of Covered Entity as specified in the Principal Agreement.
- g. Business Associate agrees that all of its uses and disclosures of and requests for Protected Health Information shall be limited to the minimum necessary information required for the intended purpose.

3. Obligations and Activities of Business Associate

- a. Business Associate shall not use or disclose Protected Health Information in a manner that would violate the HIPAA Rules if done by Covered Entity.
- b. To the extent the Business Associate is to carry out, pursuant to the Principal Agreement, a Covered Entity's obligation under this subpart, the Business Associate shall comply with the requirements of 45 CFR part 164 subpart E that apply to the Covered Entity in the performance of such obligation.
- c. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the covered entity.
- d. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- e. Business Associate shall promptly report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, or any Security Incident of which it becomes aware, including Breaches of unsecured Protected Health Information as required by 45 CFR §164.410. For the avoidance of doubt, unsuccessful attempts to penetrate Business Associate's networks or systems that occur on a routine basis need not be reported.
- f. Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information 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.
- g. Business Associate shall make its internal practices, books, and records, including policies and procedures, relating to its use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary's determination of Covered Entity's compliance with the HIPAA Rules, subject to attorney-client and other applicable legal privileges.
- h. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual or Individual's Representative for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528. Upon request by Covered Entity, Business Associate shall promptly provide to Covered Entity or, as may be directed by Covered Entity, to an Individual or Individual's Representative, the documentation of disclosures maintained in accordance with this paragraph, as

necessary to permit Covered Entity to respond to a request by an Individual or Individual's Representative for an accounting of disclosures of Protected Health Information pursuant to 45 CFR §164.528.

- i. If Business Associate receives any request directly from an Individual with respect to Protected Health Information covered by this Agreement, Business Associate shall promptly forward the request to Covered Entity.

4. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, or any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, or any changes in or revocation of permission by an Individual to use or disclose Protected Health Information, to the extent that such limitation, restriction, change or revocation may affect Business Associate's use or disclosure of Protected Health Information.
- b. To the extent that Business Associate elects to implement any limitations, restrictions, changes, or revocations described in a notice under this Section 4, Covered Entity shall bear any incremental costs to Business Associate arising from such implementation. *[In lieu of implementing such measures, Business Associate may elect to exclude the affected Protect Health Information from the scope of the Contract.]*

5. Permissible Requests by Covered Entity

Covered Entity shall neither request nor require Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity itself.

6. Term and Termination

- a. Term. The Term of this Agreement shall be effective as of *the effective date of the Principal Agreement*, and shall terminate when all of the Protected Health Information 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 Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's learning of a material breach by Business Associate with respect to Protected Health Information covered by this Agreement, Covered Entity may either:
 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the

- breach or end the violation within thirty (30) days after Business Associate's receipt of written notice from Covered Entity detailing the alleged breach; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 3. If neither immediate termination nor cure is feasible, Covered Entity may report the violation to the Secretary.
- c. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered entity, shall:
1. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;
 3. Continue to use appropriate safeguards and comply with 45 CFR part 164 subpart C with respect to electronic Protected Health Information, to prevent use or disclosure of such Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
 4. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions that applied prior to termination; and
 5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

7. Miscellaneous

- a. Notices. Any notices to be given hereunder to a Party shall be made via hand delivery, certified U.S. Mail or express courier to such Party's address given below:

If to Covered Entity: *As stated in the Principal Agreement*

If to Business Associate: 529 Main Street, Suite 6610, Boston, MA 02129

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

- b. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

- c. Amendment. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties.
- d. Survival. The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.
- e. No Third Party Beneficiaries. Nothing express or implied in this Agreement 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.
- f. Interpretation. Any ambiguity in this Agreement shall be resolved to facilitate the parties' compliance with their respective obligations under the HIPAA Rules.
- g. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of State of Massachusetts.