BUSINESS ASSOCIATE AGREEMENT

Exhibit D to the Master Subscription Agreement

Version 1.3

H&A Security Solutions, LLC d/b/a Tellaro — 12178 N 1450th Street, Effingham, Illinois 62401

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "BAA") is Exhibit D to the Master Subscription Agreement or, where applicable, the End User License Agreement — On-Prem (each, the "Agreement") between H&A Security Solutions, LLC d/b/a Tellaro ("Business Associate") and Customer ("Covered Entity"). It applies whenever Business Associate creates, receives, maintains, or transmits Protected Health Information ("PHI") on behalf of Covered Entity in connection with the Service. This BAA is entered into to comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and the regulations adopted thereunder (collectively, the "HITECH Act").

Where Customer is itself a Business Associate of a Covered Entity, references to "Covered Entity" are deemed to refer to Customer in its capacity as Business Associate, and Tellaro acts as a Subcontractor of Customer; the obligations in this BAA flow accordingly.

1. DEFINITIONS

Capitalized terms used but not defined in this BAA have the meanings given in HIPAA. The terms "Breach," "Designated Record Set," "Disclosure," "Electronic Protected Health Information" or "ePHI," "Individual," "Privacy Rule," "Required by Law," "Secretary," "Security Incident," "Security Rule," "Subcontractor," "Unsecured PHI," and "Use" are used as defined in 45 C.F.R. §§ 160.103, 164.103, 164.304, 164.402, 164.501, and 164.502.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures.

Business Associate may Use and Disclose PHI only as necessary to perform the Service for Covered Entity, as Required by Law, or for the proper management and administration of Business Associate or to carry out its legal responsibilities. Business Associate will not Use or Disclose PHI in any manner that would violate HIPAA if done by Covered Entity, except as expressly permitted in Section 2.6 of this BAA.

2.2 Safeguards.

Business Associate will use appropriate administrative, physical, and technical safeguards, and comply with the Security Rule with respect to ePHI, to prevent Use or Disclosure of PHI other than as permitted by this BAA.

2.3 Reporting.

Business Associate will report to Covered Entity: (a) any Use or Disclosure of PHI not provided for by this BAA, including a Breach of Unsecured PHI, without unreasonable delay and in any event within seventy-two (72) hours of discovery (by an initial notice that Business Associate will supplement as information becomes available); and (b) any Security Incident involving ePHI. The parties acknowledge that unsuccessful Security Incidents (such as routine port scans and pings without indication of compromise) occur frequently and need not be individually reported.

2.4 Subcontractors.

Business Associate will require any Subcontractor that creates, receives, maintains, or transmits PHI on its behalf to agree in writing to substantially the same restrictions and conditions that apply to Business Associate under this BAA.

2.5 Access, Amendment, and Accounting.

Business Associate will, within reasonable timeframes consistent with HIPAA: (a) provide access to PHI in a Designated Record Set to Covered Entity to enable Covered Entity to comply with 45 C.F.R. § 164.524; (b) make amendments to PHI in a Designated Record Set as directed by Covered Entity to enable compliance with 45 C.F.R. § 164.526; and (c) document and provide an accounting of disclosures of PHI as required to enable Covered Entity to comply with 45 C.F.R. § 164.528.

2.6 Permitted Uses for Business Associate's Operations.

Business Associate may Use and Disclose PHI as necessary for its proper management and administration or to carry out its legal responsibilities, provided that Disclosures are Required by Law or Business Associate obtains reasonable assurances from the recipient that the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed, and that the recipient will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2.7 Availability to the Secretary.

Business Associate will make its internal practices, books, and records available to the Secretary for purposes of determining compliance with HIPAA, subject to attorney-client and other applicable privileges.

2.8 Mitigation.

Business Associate will mitigate, to the extent practicable, any harmful effect known to it of a Use or Disclosure of PHI in violation of this BAA.

2.9 Covered Entity Obligations.

To the extent Business Associate carries out any of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of those obligations.

3. OBLIGATIONS OF COVERED ENTITY

Covered Entity will: (a) notify Business Associate of any limitations in its Notice of Privacy Practices that may affect Business Associate's Uses or Disclosures; (b) notify Business Associate of any changes in, or revocations of, an Individual's permission to Use or Disclose PHI; (c) notify Business Associate of any restriction on the Use or Disclosure of PHI to which Covered Entity has agreed; and (d) not request Business Associate to Use or Disclose PHI in a manner that would not be permitted under HIPAA if done by Covered Entity, except as permitted under Section 2.6.

4. TERM AND TERMINATION

4.1 Term.

This BAA is effective as of the date the Agreement becomes effective and terminates upon the later of: (a) termination or expiration of the Agreement; or (b) the date Business Associate has returned or destroyed all PHI received from Covered Entity, except as set forth in Section 4.3.

4.2 Termination for Cause.

Covered Entity may terminate the Agreement and this BAA if Covered Entity determines that Business Associate has materially breached a provision of this BAA and has failed to cure that breach within thirty (30) days after written notice. If cure is not feasible, Covered Entity may terminate immediately.

4.3 Effect of Termination.

Upon termination, Business Associate will return or destroy all PHI received from Covered Entity, including all PHI in the possession of Subcontractors. If return or destruction is infeasible, Business Associate will notify Covered Entity, extend the protections of this BAA to such PHI, and limit further Use and Disclosure to those purposes that make return or destruction infeasible.

5. MISCELLANEOUS

5.1 Regulatory References.

References to HIPAA regulations are to such regulations as in effect or amended from time to time. The parties will negotiate in good faith any amendments to this BAA reasonably necessary to comply with changes in HIPAA.

5.2 Survival.

Business Associate's obligations under Section 4.3 survive termination of this BAA for so long as Business Associate retains any PHI.

5.3 Interpretation.

Any ambiguity in this BAA will be resolved in favor of a meaning that permits compliance with HIPAA. In the event of conflict between this BAA and the Agreement with respect to PHI, this BAA controls.

5.4 Independent Contractor.

Business Associate is an independent contractor and is not an agent of Covered Entity for purposes of HIPAA or the federal common law of agency.

5.5 Limitation of Liability.

This BAA is subject to the limitations and exclusions of liability in the Agreement, including the data protection super-cap. Section 5.3 does not displace them.

5.6 No Third-Party Beneficiaries.

Nothing in this BAA confers any rights or remedies on any person other than the parties.

5.7 Minimum Necessary.

Covered Entity will configure data sources and detection content so that only the minimum Protected Health Information necessary for the Service is transmitted to Business Associate.