

## CANVASDX ACCESS AGREEMENT

Prior to using the CanvasDx product from Cognoa, Inc., you hereby acknowledge and agree to all of the following terms and conditions in this CanvasDx Access Agreement (“Agreement”). In this document, “Cognoa” shall refer to Cognoa, Inc., and “HCP” shall refer to you, the health care provider, and all of your affiliates and business partners. We may also individually be referred to as a “Party”, or collectively the “Parties”. DO NOT USE CanvasDx if you do not acknowledge and agree to all of the following terms and conditions.

### 1. SUPPLY & PURCHASE ORDERS

- 1.1. Supply. During the term of this Agreement, Cognoa shall supply to HCP access to the CanvasDx product (“CanvasDx” or “Product”), and HCP shall purchase the Products from Cognoa, all in accordance with the terms and conditions of this Agreement.
- 1.2. Use of Products. Products sold by Cognoa to HCP shall be for end-use by HCP and HCP’s respective patients, and Products shall not be (a) re-sold or otherwise distributed to third parties, or (b) edited, rebranded, or modified in any way.
- 1.3. Terms of Use. All access to and use of the Product shall be in accordance with its stated “Terms of Use”. Prior to using or being provided access to the Product, each caregiver shall first have assented to the Terms of Use in some reasonable and verifiable manner, as provided for in the Product. HCP shall not take any action that would mask, delete, or otherwise alter the Terms of Use or any other disclaimers or notices that Cognoa may include in the Product from time to time. The Terms of Use for the Product include, without limitation: (a) the product is provided on an as-is basis, (b) HCP will be solely responsible for all elements of patient care, including without limitation diagnosis, dispensing of treatment, and treatment, (c) any subsequent interaction between Cognoa and any patient shall be limited to IT administration (such as, but not limited to, facilitating login credentials) at HCP’s request and on HCP’s behalf, (d) HCP is an authorized user and meets all applicable requirements to use the Product, (e) HCP has properly secured all required consents to collect, use and access the information made available by accessing the Product, (f) HCP’s use of the Product complies with all applicable privacy laws, regulations, and rules including, but not limited to, the collection and processing of personal identifiable information and data concerning health, (g) HCP will be exclusively responsible for distribution of any product to any patient or caregiver, including without limitation the distribution of IT credentials and services to such parties by Cognoa on HCP’s behalf.
- 1.4. Ordering Information. HCP shall order Products by submitting purchase orders to Cognoa in writing, in a form reasonably acceptable to Cognoa (each, a “Purchase Order”). Purchase Orders must be sent to Cognoa’s customer service department or relevant sales representative. Purchase Orders shall only become valid and binding once accepted by Cognoa in writing. Any change to an accepted Purchase Order must be made in writing and mutually agreed to by the Parties. In the event of a conflict between any Purchase Order and this Agreement, this Agreement shall govern.

### 2. LICENSE & IP RIGHTS

- 2.1. License. Cognoa hereby grants to HCP, for the term of this Agreement, a nonexclusive, nonassignable, right and license to use CanvasDx pursuant to a valid and binding purchase order, on a patient by patient basis. This license is expressly limited to HCP’s use on behalf of and for their specific patients. No right or license is being conveyed to HCP to use CanvasDx at any other location except HCP’s primary place of business. HCP is prohibited from making any copies, archival or otherwise, of the software. HCP shall take no steps in attempting to reverse engineer, decompile, modify, translate, disassemble, or discover the source code of the Product. HCP is further prohibited from using the software or CanvasDx in any manner other than the intended use of the product. HCP shall not be permitted to sublicense the Product to any third party except as reasonably necessary for a caregiver or patient to use the Product.

- 2.2. IP Ownership. Any inventions, technology, know-how, trade secrets, and other intellectual property owned or controlled by Cognoa shall remain the exclusive property of Cognoa. Further, Cognoa shall exclusively own, and HCP hereby assigns to Cognoa, any and all developments, improvements, inventions (whether or not patentable), discoveries, processes, technology, data, materials, documentation, know-how and all intellectual property rights in any of the foregoing, that are conceived, generated, derived, or first reduced to practice by HCP, whether alone or jointly with others under this Agreement and/or which contain or are based on the Confidential Information of Cognoa, or related to CanvasDx.

### 3. COMPENSATION

- 3.1. Price. In consideration for the licenses granted hereunder to use CanvasDx, HCP agrees to pay to Cognoa the user fee agreed to in the Purchase Order (the "User Fee") in accordance with the payment schedule recited on such Purchase order. The prices on a Purchase Order shall constitute Confidential Information of Cognoa. All amounts payable hereunder shall be payable in United States Dollars.
- 3.2. Invoicing. Cognoa shall monitor how many Products are ordered and completed, and submit a monthly invoice to HCP for each completed user in such month. Invoices will be sent to HCP's email address stated on the Purchase Order. Invoices shall be due and payable within thirty (30) calendar days of the date of such invoice. If any portion of an invoice is disputed in good faith, then HCP shall pay Cognoa the undisputed amounts and the Parties shall use good faith efforts to reconcile the disputed amount as soon as practicable. HCP shall not be permitted to withhold or setoff any sums payable to Cognoa.
- 3.3. Taxes. The prices of Products do not include, and HCP agrees to pay, all fees, taxes, and duties related to the purchase of Products except for income taxes Cognoa accrues for the sale of Products.

### 4. PRODUCT MATTERS

- 4.1. Cognoa IT Responsibilities. Cognoa is committed to minimizing risks to health and misinterpretation of device outcomes. Accordingly, Cognoa will act as IT administrator for the upkeep, configuration, and reliable operation of necessary computer systems and servers for the normal operation of CanvasDx. Cognoa may send automatically generated emails to patients and/or caregivers as the case may be, for system login credentials and other IT functions on behalf of HCP, and subject to HCP dispensing such functions if applicable. Cognoa will provide onboarding and training to HCP on the use of CanvasDx. HCP understands and agree that CanvasDx is provided as-is, and HCP shall be solely liable for their use of the Product. HCP agrees that it understands and agrees to the Product's indications for use and will use the Product in accordance with its stated instructions and indications for use.
- 4.2. Device Outcomes. The Product may produce outcomes which include positive, negative, or indeterminate results, and HCP agrees that any such result is merely an aid for HCP's own judgment and diagnosis. The Product provides no clinical recommendations. Cognoa does not represent or warrant that any positive result will lead to HCP being able to access other subsequent services for a patient, and any further treatment will be the sole responsibility of HCP.
- 4.3. Recalls & Adverse Event Reporting. If HCP believes in good faith that a Product should be recalled, withdrawn, recovered, or corrected, it shall immediately confidentially notify Cognoa of such finding, and any ensuing action or public communications (including without limitation recalls) shall be taken or not taken at the sole discretion of Cognoa. Further, HCP shall immediately confidentially notify Cognoa of any adverse events, malfunctions, incidents, near incidents, or other similar events that occur during the commercialization of the Products, and any ensuing action or public communications shall be taken or not taken at the sole discretion of Cognoa. The Parties shall work together in good faith to expediently and confidentially rectify any alleged or actual issues or defects of or with Products.
- 4.4. Communication with Regulatory Agencies. HCP shall immediately inform Cognoa if it receives any communication from any regulatory or governmental agency related to the Products. Cognoa shall have the sole right to communicate with the FDA or any other regulatory agency concerning the Products. If HCP becomes engaged in or participates in any investigation, claim, litigation, or other proceeding with any

third party relating in any way to Products, it will cooperate in all reasonable respects with Cognoa in connection therewith.

- 4.5. Compliance. Each Party shall keep all records relevant to this Agreement on file for periods as required by law, and shall provide reasonable assistance to the other Party for regulatory inspections related to such records. The Parties agree that they shall (a) ensure the confidentiality, integrity, and availability of all personal health information transmitted pursuant to this Agreement, (b) detect and safeguard against anticipated threats to the security of such protected health information, (c) protect against anticipated impermissible use or disclosures of such protected health information, (d) ensure compliance with the foregoing by their workforce.
- 4.6. Promotional Activities. Any promotional activity, including without limitation mentioning the use of the Product on a website, distribution of pamphlets or other copy, or any other marketing related to the Product must be approved in writing by Cognoa.
- 4.7. Uses. The Parties agree that CanvasDx is intended for use by healthcare providers as an aid in the diagnosis of Autism Spectrum Disorder (ASD) for patients ages 18 months through 72 months who are at risk for developmental delay based on concerns of a parent, caregiver, or healthcare provider. It is not intended for use as a stand-alone diagnostic device but as an adjunct to the diagnostic process. There are no contraindications to using Canvas Dx. The device is for prescription use only (Rx only). The Device is intended for use by healthcare professionals trained and qualified to interpret the results of a behavioral assessment examination and to diagnose ASD. The Device is intended for use in conjunction with patient history, clinical observations, and other clinical evidence the HCP determines are necessary before making clinical decisions. For instance, additional standardized testing may be sought to confirm the Device output, especially when the Device result is not Positive or Negative for ASD. Canvas Dx is intended for patients with caregivers who have functional English capability (8th grade reading level or above) and have access to a compatible smartphone with an internet connection in the home environment. The Device may give unreliable results if used in patients with other conditions that would have excluded them from the clinical study. The Device evaluation should be completed within 60 days of the time it is prescribed because neurodevelopmental milestones change rapidly in the indicated age group. It is recommended that CanvasDx should not be used in patients with the following conditions or diseases, without limitation: (a) children with suspected auditory or visual hallucinations or with prior diagnosis of childhood onset schizophrenia, (b) children with known deafness or blindness, (c) children with known physical impairment affecting their ability to use their hands, (d) children with major dysmorphic features or prenatal exposure to teratogens such as fetal alcohol syndrome, (e) children with history or diagnosis of genetic conditions (such as Rett's Syndrome or Fragile X), (f) children with microcephaly, (g) children with history or prior diagnosis of epilepsy or seizures, (h) children with a history of or suspected neglect, or (i) children with history of brain defect injury or insult requiring interventions such as surgery or chronic medication.
- 4.8. No Medical Advice. The Product and the results obtained from use of the Product do not constitute medical advice. HCP should use the data received as a result of using the Product to consult inform their own clinical judgment. The Product is only one component of the potential diagnosis of ASD and must be used in combination with the advice of qualified medical personnel.
- 4.9. Business Associate Agreement. The parties shall be subject to the Business Associate Agreement on Exhibit A.

## 5. REPRESENTATIONS AND WARRANTIES

- 5.1. Authority of Parties. Each Party covenants, represents, and warrants to the other that it is fully authorized to execute this Agreement and to bind itself or its principal, if any, and to perform its obligations hereunder according to the terms set forth herein. Each Party further represents that its execution of this Agreement and performance of its obligations hereunder are not and will not be in violation of any obligations it may have to any third party.

- 5.2. Cognoa Warranties. Cognoa covenants, represents, and warrants that: (a) Products shall conform to their stated specifications; and (b) title to all Products shall pass free and clear of any security interest, lien, or other encumbrance.
- 5.3. HCP Warranties. HCP covenants, represents, and warrants that: (a) Products shall not be used to infringe the intellectual property rights of Cognoa or third parties; (b) Products shall only be used in the United States; (c) Products shall not be used for any purpose except for their intended purpose; (d) Products shall not be modified or combined with other products; (e) Products shall not be further sold, pledged, transferred, consigned, or otherwise commercialized except to patients for end use, or with the express written consent of Cognoa; (f) HCP shall not write or otherwise create any additional Product documentation or authorize the creation thereof without Cognoa's express prior written consent; (g) HCP will only identify patients in accordance with FDA labeling of the Product; (h) HCP is solely responsible and liable for prescribing the Product and obtaining relevant consents and authorizations from caregiver(s) to use the Product and freely share personal health information with Cognoa for the use of the Product; (i) HCP is solely responsible and liable for dispensing the Product.
- 5.4. Disclaimer. HCP shall make no, and shall indemnify Cognoa for and against any and all claims arising out of, representations or warranties concerning quality, performance, or other characteristics of the Products other than those which are consistent in all respects with, and do not expand the scope of, the representations and warranties made by Cognoa for such Products. Except as provided in this Section 5, neither Party makes any warranties or conditions (express, implied, statutory or otherwise), with respect to the subject matter hereof and each Party expressly disclaims any such additional warranties.

## 6. TERM AND TERMINATION

- 6.1. Term. The term of this Agreement shall commence from the acceptance of a Purchase Order and continue in full force and effect until the Product is no longer in use by HCP or HCP's patient/end-user.
- 6.2. Survival. Any term reasonably expected by Cognoa to survive expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

## 7. CONFIDENTIALITY

- 7.1. Confidential Information. The Parties may from time to time disclose to each other Confidential Information. "Confidential Information" means any information disclosed by one Party to the other Party that, if disclosed in tangible form, is marked "confidential" or with other similar designation to indicate its confidential or proprietary nature or, if disclosed orally, is indicated orally to be confidential or proprietary by the Party disclosing the information at the time of disclosure. Notwithstanding the foregoing, Confidential Information shall not include information that, in each case as demonstrated by written documentation: (a) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure; (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party; (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement; (d) was subsequently lawfully disclosed to the receiving Party by a person other than the disclosing Party; or (e) was independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.
- 7.2. Confidentiality. Each Party shall hold and maintain in strict confidence all Confidential Information of the other Party. Neither Party shall use the Confidential Information of the other Party except as necessary to exercise its rights or perform its obligations pursuant to this Agreement. Each Party may disclose Confidential Information on a need-to-know basis to its representatives and affiliates who are bound to obligations of confidentiality no less restrictive than those provided for herein. Nothing contained herein shall prevent either Party from disclosing Confidential Information of the other party as reasonably necessary and in the most limited way to comply with applicable governmental laws or regulations, including without limitation SEC regulations, FDA regulations, or court order.

## 8. INDEMNIFICATION; LIMITATION OF LIABILITY

- 8.1. Indemnification by HCP. HCP shall indemnify, defend, and hold harmless Cognoa, its subsidiaries and affiliates, and their respective trustees, directors, officers, employees, and agents harmless from and against any and all third party claims, liabilities, losses, expenses, damages, judgments, and costs (including reasonable attorneys' fees) arising out of or relating to (i) HCP's breach of this Agreement, (ii) products liability claims for resale of Products, or (iii) the gross negligence, fraud, or intentionally wrongful act or omission of HCP or its officers, employees, or agents.
- 8.2. Limitation of Liability. EXCEPT WITH RESPECT TO BREACHES OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS, WARRANTIES, OR A PARTY'S WILLFUL MISCONDUCT OR FRAUD, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, REMOTE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFITS) ARISING FROM OR CAUSED, DIRECTLY OR INDIRECTLY BY THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, OR BY ANY OTHER ACT OR OMISSION OF THE PARTIES, OR BY ANY OTHER CAUSE. IN ALL INSTANCES, COGNOA'S AGGREGATE LIABILITY HOWSOEVER ARISING SHALL BE CAPPED AT THE COST OF PRODUCTS PURCHASED BY HCP IN THE PRECEEDING 12 MONTHS.

## 9. GENERAL

- 9.1. Control of Documents. In the event of any conflict between this Agreement and any Purchase Order, this Agreement shall control. This Agreement specifically replaces and supersedes any standard terms and conditions, or implied terms and conditions of either Party, and is the sole document governing the relationship of the Parties regarding the supply of Products from Cognoa to HCP.
- 9.2. Insurance. Each Party shall maintain, at its cost, a program of insurance by a reputable insurance company on commercially reasonable terms against liability and other risks associated with its activities and obligations under this Agreement.
- 9.3. Licenses and Permits. Each Party shall, at its sole cost and expense, maintain in full force and affect all necessary licenses, permits, and other authorizations required by applicable laws in order to carry out its duties and obligations hereunder.
- 9.4. Intellectual Property. This Agreement grants no copyright, trademark, trade secrets, patent rights, or licenses, express or implied to HCP. HCP shall not use the trademark or tradenames of Cognoa (whether registered or not) without the prior written approval of Cognoa. Cognoa reserves the right to approve the substance and form of any uses of its trademarks, trade names, and trade dress. Any goodwill generated by HCP's use of Cognoas trademarks or trade names will inure solely to the benefit of Cognoa.
- 9.5. Mediation. In the event of a dispute between the Parties related to this Agreement, the Parties agree to use commercially reasonable efforts to mediate such dispute for thirty (30) days prior to making or threatening to make any court action.
- 9.6. Governing Law. Any and all actions between the Parties regarding the interpretation or application of any term or provision contained herein shall be governed by and interpreted in accordance with the laws of the State of Delaware. The Parties irrevocably submit to the jurisdiction of the Court of Chancery of the Sate of Delaware, and any appellate court thereof, for any action or proceeding regarding this Agreement, and both Parties waive any right to assert the doctrine of forum non conveniens or otherwise object to the jurisdiction or venue of such courts.
- 9.7. Modification. This Agreement may be changed, amended or otherwise modified only by a written statement; provided, such statement is signed by both Parties, expresses their intent to change this Agreement and specifically describes such change(s).

- 9.8. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered in person, by a nationally recognized overnight courier, or by registered or certified airmail, postage prepaid to the addresses first stated above, or such other addresses as may be designated in writing by the Parties from time to time, and shall be deemed to have been given upon receipt.
- 9.9. Headings. Headings included herein are for convenience only, do not form a part of this Agreement, and shall not be used in any way to construe or interpret this Agreement.
- 9.10. Non-Waiver. A waiver by any Party of any of the terms and conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach hereof. All rights, remedies, undertakings, obligations and agreements contained in this Agreement will be cumulative and none of them will be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party.
- 9.11. UN Convention. The Parties expressly agree that the UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 9.12. Severability. To the extent any provision or term set forth herein is or becomes unenforceable by operation of law, such unenforceability shall not affect the remaining provisions of this Agreement. The Parties agree to renegotiate in good faith any provision or term held to be unenforceable and to be bound by the mutually agreed substitute provision.
- 9.13. No Third Party Beneficiaries. All rights, benefits and remedies under this Agreement are solely intended for the benefit of Cognoa and HCP.
- 9.14. Relationship of Parties. The Parties agree that their relationship established by this Agreement is that of independent contractors. Furthermore, the Parties agree that this Agreement does not, is not intended to, and shall not be construed to establish a partnership or joint venture, nor shall this Agreement create or establish an employment, agency or any other relationship. Except as may be specifically provided herein, neither Party shall have any right, power or authority, nor shall they represent themselves as having any authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other Party, or otherwise act as an agent for the other Party for any purpose.
- 9.15. Publicity. HCP shall not issue any press releases or public statements announcing this Agreement without express written consent from Cognoa
- 9.16. Entire Agreement. This Agreement (including, for clarity, its Exhibits), as amended, constitute and contain the entire understanding and agreement of the Parties respecting the subject matter hereof and cancel and supersede any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter.
- 9.17. Force Majeure. Neither Party shall be liable for a failure or delay in performing any of its obligations under this Agreement, except for payment obligations, only if such failure or delay is due to causes beyond the reasonable control of the affected Party, including: (a) acts of God; (b) fire, explosion, or unusually severe weather; (c) war, invasion, riot, terrorism, or other civil unrest; (d) governmental laws, orders, restrictions, actions, embargo or blockages; (e) national or regional emergency; (f) strikes or industrial disputes at a national level which directly impact the affected Party's performance under this Agreement; (g) pandemic or other outbreak with government mandated business closures; or (h) other similar cause outside of the reasonable control of such Party ("Force Majeure"); provided that the Party affected shall promptly notify the other of the Force Majeure condition and shall use reasonable efforts to eliminate, cure or overcome any such causes and resume performance of its obligations as soon as possible.

**Exhibit A**  
**Business Associate Agreement**

**Catch-all definition:**

The following terms used in this Agreement 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, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

**Specific definitions:**

- a) Business Associate. “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 agreement, shall mean Cognoa.
- b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean HCP.
- c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**1. Obligations and Activities of Business Associate**

Business Associate agrees to:

- a) Not use or disclose protected health information 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 protected health information other than as provided for by the Agreement;
- c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, 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;
- 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.

## **2. Permitted Uses and Disclosures by Business Associate**

- a) Business associate may only use or disclose protected health information as necessary to perform and improve the services set forth in the Agreement.
- b) Business associate may use or disclose protected health information as required by law.
- c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
- e) 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.
- f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

## **3. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

## **3. 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:

- a) 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;
- b) Destroy the remaining protected health information that the business associate still maintains in any form;



- c) Continue to 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 the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
- d) 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
- e) 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.