

First Amendment to Software Maintenance and Customer Support Agreement

This first amendment (Amendment) to the Software Maintenance Agreement (Exhibit B of Software License Agreement) (Agreement) between **Medicat, LLC** and **University of North Texas** ('Client'), dated 11/4/09, replaces that Agreement in its entirety as of the effective date of this Amendment.

Client's rights and responsibilities in using the purchased Medicat Licensed Software will continue to be governed by the Software License Agreement (License Agreement).

ANNUAL SUPPORT, MAINTENANCE & DATA HOSTING SERVICES

Section 1. Definitions

The following definitions are used in this Exhibit:

1. "Licensed Software" shall be those Medicat software programs or modules which have been previously purchased and licensed for use by the Client under the terms of the License Agreement.
2. "Reference Materials" shall mean the Documentation supplied for the current version of the Licensed Software and updates to the Documentation as delivered or made available to the Client by Medicat.
3. "Remote Support" is any service rendered by a Medicat representative for the Client via telephone, Internet or any combination thereof.
4. "Client Contact" is an individual that has been fully trained on the Licensed Software who communicates directly with Medicat on behalf of Client.
5. "Hardware" refers to all equipment necessary to operate the Licensed Software at the Client site, including, but not limited to the personal computers and all of their internal and external components, peripherals, printers, network hardware and wiring, communication devices, and the like.
6. "Update" is a maintenance release in which little to no enhancement or functionality is added to the program.
7. "Upgrade" is a significant update to existing functionality.
8. "Enhancement" is a modification to the Licensed Software where functionality is added.

Section 2. Support Coverage & Hosting Services

1. Any additional Licensed Software access subsequently purchased by the Client shall be automatically covered by Medicat Annual Support and Maintenance.
2. Medicat will provide its 24/7 Support Coverage to the Client, which covers updates, upgrades, enhancements, fixes and client support to the Licensed Software except for the holidays observed by Medicat, as reflected in Schedule 1, for the Term of the Agreement.
3. Medicat shall host the Licensed Software and Client Data on Medicat owned or managed servers; and Medicat shall make such Licensed Software and Client Data available to Client's end users (i.e. employees, contractors or authorized agents) via a secured Internet connection method
4. Medicat shall migrate existing Client-hosted data to the Medicat hosted database.

Section 3. Medicat's Responsibilities

1. Medicat shall maintain the Licensed Software covered hereunder in good operating condition to perform the functions as specified in the Documentation.
2. Medicat shall correct the Licensed Software if errors in the Licensed Software are discovered and effectively reported to Medicat.
3. Medicat shall provide the Client with Remote Support for the Licensed Software. Remote Support shall be available to one Client Contact or designate who has been trained and certified on the operations in question, and only after the Client's Contact or designate has consulted the Reference Materials for a possible solution to a problem.
4. Medicat shall provide the Client, free of charge, updates, upgrades and enhancements for the Licensed Software for the term of the Agreement.

5. Medicat shall provide preventive software maintenance for the Licensed Software as deemed necessary by Medicat.
6. Medicat shall normally respond to a properly communicated support request for the Licensed Software within 4 hours, and within 1 hour in the event of an Urgent Request.
7. Medicat will release periodic updates, upgrades and enhancements to address those issues that, because of their applicability to Clients nationwide and because of their non-urgent nature, warrant such updates or upgrades.

Section 4. Client Data Hosting Safeguards

1. Medicat agrees to implement safeguards to ensure the confidentiality, availability, and integrity of hosted Client data during processing, storage, and transmission. These safeguards should be in accordance with industry best practices and should include (but not be limited to) controls such as datacenters with redundant power and connectivity, change control processes and documentation for system updates testing and deployment, logging and auditing associated with account management and access, and encrypted transmission channels for all Client data.
2. Medicat also agrees that any and all Client data will be stored, processed, backed up and maintained solely on designated target servers and that no Client data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Medicat's designated backup and recovery processes.
3. Medicat agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all Client data in a manner acceptable and approved by Client, and shall provide an affidavit certifying said destruction within 30 days of the termination of this Agreement or within 7 days of the request of the Client, whichever shall come first.
4. Upon the Client's request, Medicat shall provide a secure copy of the Client's data to the Client at no additional cost.

Section 5. Hosting Service Levels & Associated Services

During the term of the Amendment, Medicat will comply with the Service Level Guarantee Agreement as per Exhibit A.

Section 6. Modification of Hosted Licensed Software

Client acknowledges and agrees that Medicat may, at any time and for any reason, modify, discontinue, delete or restrict any aspect or feature of the Licensed Software (collectively 'updates') without consent from, or notice to, Client. Medicat agrees to make commercially reasonable efforts to provide Client with at least thirty (30) days prior notice of any product enhancements that are material in Medicat's opinion. Medicat shall have no liability for any such changes or modifications.

Section 7. Client's Responsibilities

1. Client is solely responsible for acquiring, servicing, securing, maintaining, and updating all equipment, computers, software and communications services not owned or operated by or on behalf of Medicat, that allow Client to access and use the Licensed Software in accordance with any and all operating instructions or procedures that may be issued by Medicat and that meet the minimum requirements specified by Medicat. Client understands and agrees that the operation and availability of the systems used for accessing and interacting with the Licensed Software, including, telephones, computer networks and the Internet or to transmit information, whether or not supplied by Client or Medicat, can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use or operation of the Licensed Software. Medicat and its affiliates are not in any way responsible for any such interference with or prevention of Client's access and/or use of the Licensed Software.
2. Client shall take reasonable steps to ensure the security of the Licensed Software and Client Data. Client shall be responsible for system and network password management.
3. Medicat will also have no responsibility or liability for issues or damages resulting from Client's failure to use the Licensed Software in accordance with its documentation or for its failure to properly manage system and network passwords.
4. The Client shall notify Medicat immediately when errors occur in the Licensed Software or operation of the hosted system. Failure to provide this notification in a timely manner may hamper the ability of Medicat to correct the problem.

Section 8. Annual Support & Hosting Services Term and Termination.

1. The Initial Term of this Amendment shall be five (5) years from the effective date of this Amendment.
2. After the Initial Term of this Amendment, this Amendment will renew annually upon written mutual agreement signed by both parties for an additional (1) year term, unless written notice is provided by either party at least sixty (60) days prior to the end of the then-current term. The Initial Term and each Renewal Term are hereby referred to collectively as the "Term".
3. Annual Subscription pricing will increase each year during the term of this Agreement by 3%. Upon renewal, Medicat will invoice customer the annual fee, including this annual increase.

3. Client may, at its discretion, discontinue Medicat Hosting Services and retain management of the Medicat Licensed Software on Client's own servers per the terms of the original Software Maintenance and Customer Support Agreement.
4. This Amendment is committed and non-cancellable. All fees for the Term are committed and non-cancellable.
5. This Amendment automatically terminates with the termination of the License Agreement.

Section 9. Exclusions, Limitations, and Additional Provisions

1. Medicat's obligation to provide maintenance services under this Exhibit is contingent upon the proper configuration of Client Hardware and the appropriate use of Licensed Software.
2. Maintenance services that are required because of accident, neglect, misuse, electronic problems, media failure, *force majeure*, originating at the Client site, or any failure on the Client's part to abide by the above Client obligations are not covered by this Exhibit and shall be paid for by the Client at Medicat's prevailing non-contractual, hourly rates as reflected in Schedule 2.
3. Maintenance services do not include standard operating supplies, tapes, paper forms, cables, etc. Clients must provide their own computer supplies required for normal operations.
4. Maintenance services do not include access to new programs or additional modules, but does include updates, upgrades and enhancements to Licensed Software per the terms of the License Agreement.
5. Maintenance services do not include: design or changes of forms or reports, custom modules, custom reports, or custom programs, custom modifications to the Licensed Software, modifications to the Licensed Software based solely upon Client preference, data conversion, and similar functions.
6. Support of problems unrelated to the Licensed Software is not covered under this Exhibit. Unrelated problems include, but are not limited to, all Client hardware problems, all Client network problems, problems with Client third-party vendors, programs, and applications, problems with Client operating systems, problems with Client network operating system and system integration, and Client environmental problems, such as heat, radiation and power surges.
7. Medicat is not responsible for the diagnosis and/or correction of problems that are not related to the Licensed Software, but may offer such services at its discretion. Unrelated Client problems may include, but are not limited to, Hardware problems, problems with other applications and environmental problems such as heat, radiation and power surges. If at any time during or at the conclusion of the troubleshooting process the cause of the problem is determined to be one that is not covered by this Exhibit, the Client shall be billed at Medicat's then prevailing non-contractual, hourly rate (as reflected in Schedule 2) based upon the time required to make such a determination.
8. Any obligations and duties which, by their nature, extend beyond the termination of this Exhibit shall survive any termination and remain in effect. This includes all obligations and duties as described in the License Agreement.
9. If any provision or provisions of this Exhibit are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired.
10. Medicat is not responsible for failure to fulfill its obligations under this Exhibit due to causes beyond its control, including such causes as are normally considered *force majeure*.

Section 10. General

1. Each party acknowledges that it has read, understands and agrees to be bound by this Amendment. Additionally, each party further represents and warrants that it has all the power and authority to enter into this Amendment and to comply with and be bound by its terms.
2. This Amendment, along with the respective Schedule(s), and any related exhibits, is the complete and exclusive statement of the agreement for Medicat Hosting Services and shall supersede all prior proposals, understandings and all other agreements, oral and written. Client does not have the right to make modifications to this Amendment or to make any additional representations, commitments or warranties binding on Medicat.
3. Neither party hereto shall be liable or deemed in default for any delay or failure in performance hereunder resulting from any cause beyond its reasonable control.
4. If any provision of this Amendment is held to be invalid or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

- In the event any action or proceeding is brought in connection with this Amendment, each party shall be responsible for its costs and reasonable attorneys' fees. Except for the Client and Medicat, no other party may sue or be sued under this Amendment.

Section 11. LIMITATION OF HOSTING LIABILITY

1. MEDICAT, ITS AFFILIATES AND THIRD PARTY VENDORS SHALL HAVE NO LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER RESULTING FROM UNAUTHORIZED ACCESS TO THE SYSTEM, OR LOSS OF PROFITS, LOSS OF GOODWILL, ADDITIONAL EMPLOYEE HOURS OR LOSS OF ANTICIPATED SAVINGS ARISING OUT OF OR IN CONNECTION WITH THIS AMENDMENT AND ANY EXHIBIT OR DOCUMENT EXECUTED IN CONNECTION WITH THIS AMENDMENT OR THE PERFORMANCE THEREOF, EVEN IF MEDICAT OR THIRD PARTY VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

2. THE CUMULATIVE LIABILITY OF MEDICAT AND ITS AFFILIATES AND THIRD PARTY VENDORS FOR ALL LOSS AND DAMAGE WHATSOEVER AND HOWSOEVER ARISING RELATED TO THIS AMENDMENT AND ANY EXHIBIT OR DOCUMENT EXECUTED IN CONNECTION WITH THIS AMENDMENT OR THE PERFORMANCE THEREOF, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT TO MEDICAT DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE OF THE CLAIM (OR, IF THIS AMENDMENT HAS NOT BEEN IN EFFECT FOR TWELVE MONTHS, AN ANNUALIZED AMOUNT BASED UPON THE AVERAGE MONTHLY PAYMENTS FROM THE INCEPTION OF THIS AMENDMENT UNTIL THE DATE OF SUCH CLAIM).

3. MEDICAT EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY CLAIM FOR INJURIES OR DAMAGES RELATED TO THE USE OF THE LICENSED SOFTWARE FOR DIAGNOSIS AND TREATMENT PURPOSES.

4. The provisions of this Section 11 shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

Section 12. Mutual Consent for Publicity and Promotion

1. Medicat and Client agree to create and distribute a mutually acceptable press release, case study, and testimonial, including Client's logo and photos, for the purposes of marketing and promotion. These materials may include, but are not limited to brochures, website content, print/broadcast/digital media advertising, etc. Medicat may use said material or the life of the Client's contract with Medicat. Additionally, Client agrees to provide reference up to four times per year for prospective Medicat clients, and to participate as available in Medicat events and client focus, advisory, and test groups.

Section 13.

Medicat Hosted Migration Proposal

Pricing Objectives:

Medicat will migrate Client's Medicat System and Data for the Health Services Clinic to the Medicat Private Cloud Hosted Solution. All modules and functionality of the current system, along with Concurrent User and Medical Content Database Licenses, will be available to Client from Client's Medicat Hosted Solution. All servers associated with the Medicat System will be located at the Medicat Datacenter.

The Current Annual Recurring Costs (Annual Support and Maintenance and Medical Content Database Costs) paid by Client will be replaced by the Annual Hosted Subscription Cost described below.

Medicat Hosted Subscription System Includes: \$48,550

- Medicat Hosted Solution
- Hosting and Software Licenses
- Network Hardware and Servers
- Datacenter Hosting Services
- Database Storage Services
- 24/7 Support and Service
- Enhancements, Updates, and Upgrades
- Medical Content Database Licenses

Current Database in 315 Gigabytes at \$30 per GB	\$9,450
<u>TOTAL YEAR-1 ANNUAL SUBSCRIPTION COST</u>	<u>\$58,000</u>
<u>YEAR-1 ONE-TIME COST</u> System Migration and Setup	<u>\$Waived</u>
<u>TOTAL YEAR-1 ANNUAL SUBSCRIPTION AND ONE-TIME COSTS</u>	<u>\$58,000</u>

Payment Terms: Net 30 upon Setup & Access Provided

Annual Subscription Cost after Year One will increase depending on the term length of Agreement.

Costs after Year-1 may change according to the terms of the Medicat Agreements, a change in the number of users, additional software module purchases, number of medical content database licenses required for ordered products, or database growth in excess of 10 gigabytes per year.

IN WITNESS WHEREOF, the parties hereto have caused this **AMENDMENT**, inclusive of Exhibit A to be executed and effective this day:

Medicat, LLC University of North Texas



Effective Date: 7/2/2020

Effective Date: 6/25/2020

SCHEDULE ONE: Holidays observed by Medicat. Medicat is closed on the following days each year.

New Year's Day	1
Memorial Day	1
Independence Day	1
Labor Day	1
Thanksgiving Day and the day following	2
Christmas Day	1

SCHEDULE TWO: Prevailing Rates

SERVICE	RATE	
Custom Development & Support	\$250	per hour

Prices are subject to change with written notice.

Exhibit A. SERVICE LEVEL GUARANTEE AGREEMENT

Availability:

Medicat warrants that the Software as a Service solution ("Service Solution") will be generally available 99.99% of the time, except as provided below. General availability will be calculated per calendar month as follows, where:

- | | |
|--------------------|--|
| Total | means the total number of minutes for the calendar month. |
| Nonexcluded | means downtime (period of unavailability) that is not excluded. |
| Excluded | means the following: |
| o | Any downtime between 8:00 p.m. and 6:00 a.m. Eastern Standard Time on any Saturday or Sunday night. |
| o | Any planned downtime on Monday through Friday nights for which Medicat gives 24 hours or more written notice between the hours of 8:00 p.m. and 6:00 a.m. Eastern Standard Time. |
| o | Any unavailability caused by circumstances beyond Medicat's reasonable control, including without limitation, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, internet service provider failures or delays involving hardware, software or power systems not within Medicat's, or Medicat's data hosting partner's, possession or reasonable control, and network intrusions or denial of service attacks. |

Availability Formula: $((Total - Nonexcluded - Excluded) / (Total - Excluded)) * 100$

Unavailability of some specific features or functions within the Service Solution, while others remain available, will not constitute unavailability, so long as the features and functions are not, in the aggregate, material to the Service as a whole.

Penalties:

In the event the Service Solution is not available 99.99% of the time, the Client will be eligible to receive a Service Credit equal to one day of fees (pro-rated against final pricing) for each full percentage point, or fraction thereof, below 99.99% for each user that is subscribed to the service. Any such credit shall be applied to the Client's next invoice. Service credits are capped at the total monthly fee of the service, or its pro-rata equivalent if the fee is paid annually.

The penalties specified in this Penalties section shall be the sole remedy available to the Client for breach of this Service Level Agreement.

Reporting and Claims:

To file a claim under this Service Level Agreement, the Client must send an email to the designated Medicat address in the License agreement with the following details:

- Downtime information with the dates and time periods for each instance of downtime during the relevant period.
- An explanation of the claim made under this Service Level Agreement, including any relevant calculations.

Claims may only be made on a calendar month basis and must be submitted within 10 business days after the end of the relevant month.

All claims will be verified against Medicat system records. Should any period of downtime submitted by the Client be disputed, Medicat will provide to the Client a system-generated record of Service availability for the period in questions.

Exhibit B. BUSINESS ASSOCIATE AGREEMENT

Client's execution of the Business Associate Agreement does not constitute an agreement or admission that Client is a Covered Entity for purposes of HIPAA in the services transacted under the Agreement.

1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA 45 CFR 160.103 and 164.501.

(a) Business Associate. "Business Associate" shall mean **Medicat, LLC**.

(b) Covered Entity. "Covered Entity" shall mean **Client**. Client's execution of the Business Associate Agreement does not constitute an agreement or admission that Client is a Covered Entity for purposes of HIPAA in the services transacted under this Agreement.

(c) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(d) Privacy and Security Rules. "Privacy and Security Rules" shall mean the Standards for Privacy and Security of Individually Identifiable Health Information at 45 CFR part 142, part 160 and part 164, subparts A and E, as well as the Health Information Technology for Economic and Clinical Health and any regulations promulgated thereunder.

(e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement, including incidents that constitute breaches of unsecured protected health information. Business Associate also agrees to report to Covered Entity any security incident of which it becomes aware.

(d) Business Associate agrees to establish and use appropriate procedures to safeguard against improper uses and disclosures of the Protected Health Information. In the case of electronic Protected Health Information created, received, maintained or transmitted on behalf of the Covered Entity, such procedures shall include implementation of administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such electronic Protected Health Information.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.

(g) Business Associate agrees to 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 for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(h) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section (f) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(i) Business Associate shall request from Covered Entity no more than the minimum necessary Protected Health Information to perform the Services.

(j) Business Associate may disclose Protected Health Information to, and permit the use of Protected Health Information by, its employees, contractors, agents, or other representatives only to the extent reasonably necessary for the performance of the services for or on behalf of Covered Entity, and in compliance with the Privacy and Security Rules.

(k) Business Associate acknowledges and agrees that it shall comply with each provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA") that extends a HIPAA Privacy and Security Rules or Security Rule requirement to Business Associates of Covered Entities A and subsequent amendments thereto.

(l) To the extent required by the Privacy and Security Rules, Business Associate shall allow access to Protected Health Information by Covered Entity or the individual to whom such Protected Health Information relates, to the extent that such Protected Health Information is maintained in a designated record set, at reasonable times and in a manner reasonably directed by Covered Entity, in order to meet the individual access requirements under 45 CFR §164.524.

(m) To the extent required by the Privacy and Security Rules, Business Associate shall make any amendments to Protected Health Information maintained in a designated record set that Covered Entity directs pursuant to the amendment requirements under 45 CFR §164.526.

3. Reporting and Mitigating Any Unauthorized Uses and Disclosures

(a) In the event that Business Associate acquires knowledge of any use or disclosure of Protected Health Information that violates this Business Associate Agreement, Business Associate shall report such violation in writing to Covered Entity as soon as practicable.

(b) Business Associate shall establish procedures for mitigating, to the greatest extent possible, any deleterious effects arising from any use or disclosure of Protected Health Information which is not authorized pursuant to this Business Associate Agreement.

(c) Business Associate shall notify impacted persons of any privacy breach (as defined by Section 13400 of the ARRA with respect to Protected Health Information maintained, used, or disclosed by Business Associate pursuant to the agreement between Business Associate and Covered Entity. Pursuant to such obligation, Business Associate will, with respect to any privacy breach,

(i) Investigate any impermissible use or disclosure of Protected Health Information;

(ii) Determine whether there is a significant risk of financial, reputational, or other harm to the affected individual;

(iii) Document and retain the risk assessment and exception analyses, and make them available to the Covered Entity promptly upon request;

(iv) Notify each individual impacted by the breach by first class mail without unreasonable delay and within the applicable statutory notification period and provide toll-free telephone numbers to handle any follow-up inquiries. The notice will consist of:

(A) a brief description of the incident, including the date of the breach and the date it was discovered,

(B) a description of the types of Protected Health Information involved in the breach (such as name, Social Security Number, birth date, home address, account number or health claim information,

(C) the steps the individual should take to protect the individual from potential harm,

(D) a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to impacted individuals, and to protect against further incidents, and

(E) a toll-free number for individuals to call for more information;

(v) Provide a substitute notice to individuals for whom there is insufficient mailing address information;

(vi) Maintain a log and provide the Covered Entity with an annual report of breaches that impact fewer than 500 persons;

(vii) Notify the Department of Health and Human Services immediately, in the event the breach impacts more than 500 individuals, or annually, for breaches involving up to 500 individuals; and

(viii) Alert the Covered Entity to any required media notifications, and coordinate any such notifications as necessary.

4. Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Medicat, LLC's License Agreement and to test, install, update, enhance or service the licensed medical information software and its corresponding database, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity.

(a) Except as otherwise limited in this Agreement, 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.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or 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.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

5. Obligations of Covered Entity

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522.

(d) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

6. Term and Termination

(a) Term. The Term of this Agreement shall be from the effective date of the Support 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 knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this Agreement as it applies to the Covered Entity if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity. Contracts between business associates and business associates that are subcontractors are subject to these same requirements.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7. General Provisions

(a) This Business Associate Agreement may not be modified, nor shall any provision be waived or amended, except in a writing duly signed by both parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to enforcement of any right or remedy as to subsequent events.

(b) Any notice required or permitted under this Business Associate Agreement shall be made by personal service, by commercial courier, or by certified mail with return receipt requested, and shall be deemed effective upon receipt. Notice shall be delivered to the contact person designated below, unless a party directs otherwise upon written notice to the other party:

(c) The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as necessary for the Covered Entity to comply with the requirements of the Privacy and Security Rules.

(d) All notices, requests and demands or other communications to be given hereunder to a Party shall be made via first class mail, registered or certified or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below:

If to Business Associate: **Medicat LLC**



If to Covered Entity: **Client**

Attn: _____

Address: _____

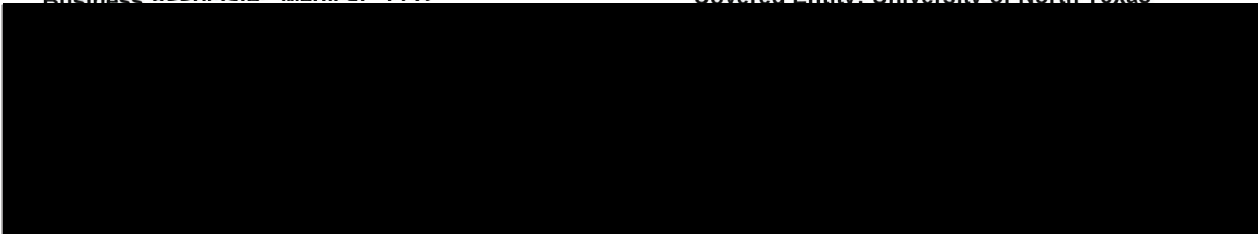
Telephone numbers: _____

Fax: _____

In Witness Whereof, this Agreement is executed by the Parties as of the date first written below.

Business Associate: Medicat, LLC

Covered Entity: University of North Texas



Date: 7/2/2020

Date: 6/25/2020

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.