

CANID PRACTICE TERMS OF SERVICE

Welcome to Canid!

Canid, Inc. (“**Canid**”) has developed its vaccination services platform which enables our clients, typically physicians or medical practices, to administer vaccinations to individuals (each, a “**Patient**”) at those practices’ locations (the “**Canid Platform**”) and related services as further described in these Terms of Service or the registration page (“**Registration Page**”) from which these Canid Practice Terms of Service (the “Terms of Service”) are accessed on our website (“**Website**”) at www.canid.io/register (the Canid Platform and such services, collectively “**Services**”);

These Terms of Service apply to the Services. These Terms of Service are a legal agreement between the practice set forth in the registration information you provide on the Registration Page in connection with your use of the Website or your agreement to these Terms of Service (“**Practice**” or “**you**”) and Canid, establishing terms and conditions under which Practice and its authorized users shall access and use the Services solely for the Practice’s internal business purposes. The date you first agree to these Terms of Service on behalf of Practice is referred to herein as the “**Effective Date.**”

BEFORE YOU CLICK ON THE “I AGREE” BUTTON OR YOU OR THE PRACTICE OTHERWISE ACCESS THE CANID PLATFORM OR USE THE SERVICES, CAREFULLY READ THESE TERMS OF SERVICE. BY CLICKING ON THE “I AGREE” BUTTON, ACCESSING THE CANID PLATFORM OR USING THE SERVICES, YOU ARE AGREEING, ON BEHALF OF THE PRACTICE, TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THESE TERMS OF SERVICE ON BEHALF OF THE PRACTICE, THEN DO NOT CLICK “I AGREE”, DO NOT ACCESS OR USE OUR CANID PLATFORM OR SERVICES.

1. SERVICES AND LICENSE.

1.1 **Provision of Services.** Subject to the terms and conditions of these Terms of Service, Canid agrees to use Canid’s good faith efforts to perform the following Services for Practice:

(a) For vaccinations to be administered to Medicare or Medicaid Patients, Canid will prepare submission requests for vaccine supply for submission by Practice to the Department of Health or other suppliers, as authorized by Practice from time to time. For all other vaccinations to be administered by Practice, Canid will procure requested vaccine supply on behalf of Practice from appropriate sources, including, but not limited to, vaccine manufacturers, as authorized by Practice from time to time. Subject to Practice’s timely and full payment of the Fees (as described below), Canid will pay suppliers for vaccines procured on behalf of Practice.

(b) Any vaccine supply procured by Canid on behalf of Practice shall be provided directly to Practice by the State Department of Health or another third party supplier. Canid is not responsible for, and Practice remains exclusively responsible for, delivery, safekeeping and storage of any vaccine supply.

(c) For vaccinations administered to Patients who are Medicare or Medicaid beneficiaries or who have third party health insurance which covers such vaccination, Canid will bill and submit insurance claims to the appropriate payor on behalf of Practice. All claims submitted by Canid will be submitted under Practice’s tax identification number and Practice will receive all payments from third party payors will be deposited into Practice’s bank account(s). Canid will monitor and assist Practice in collecting all accounts receivable arising from vaccine encounters for which Canid or Practice bills Patients

or third-party payors. For vaccinations administered to uninsured Patients over the age of 19, Practice is solely and exclusively responsible for billing and collecting payment from such Patient following the vaccination encounter.

(d) Canid will assist Practice in vaccine inventory management, including making recommendations regarding appropriate levels of supply on-hand, tracking vaccine inventory levels, and submitting orders timely to maintain appropriate supply levels on site. Canid does not monitor vaccine storage conditions and Practice remains solely and exclusively responsible therefor.

(e) Canid will assist Practice in improving its vaccination rates.

(f) Canid will provide Practice with a hardware scanner suitable for scanning vaccine barcodes; provided that such scanner remains the property of Canid and shall be returned to Canid, at Practice's expense, promptly upon Canid's request. Practice remains responsible for the safekeeping of that scanner, reasonable wear and tear excepted.

(g) Canid will provide access to the Canid Platform enabling Practice access to the then-available features, which may be modified by Canid from time to time in its sole and exclusive discretion. Practice may be offered the opportunity to procure additional features and services, from time to time, at an additional cost.

No services or deliverables are provided by Canid hereunder except as expressly set forth in these Terms of Service.

1.2 **License.** Portions of the Canid Platform may be made available for on-premises use by Practice. For any such software delivered to Practice, Canid grants to Practice a non-exclusive limited license to use such software solely for the purposes of, and during the Term of, these Terms of Service.

1.3 **Integration.** Canid and Practice agree to use good faith efforts to integrate the Canid Platform with Practice's systems, to enable the Services and to maintain that integration during the Term of these Terms of Service.

1.4 **Procurement of Vaccines.** With respect to any procurement of vaccine supply by Canid on behalf of Practice, Practice acknowledges and agrees that Canid procures vaccine supply on behalf of Practice and does not validate the quality or safety of any vaccines that comprise such vaccine supply. Canid will pass through any warranties which the vaccine supplier provides to Canid, if applicable, but Canid shall not be responsible for any defects in any supplied vaccines. Practice acknowledges and agrees that the compensation paid to Canid hereunder is paid, in part, to reimburse Canid for the cost of procuring vaccine supply on Practice's behalf and, subject to the terms of these Terms of Service, Practice is always responsible for reimbursing Canid for the cost of any vaccine procured by Canid on Practice's behalf. Practice further agrees to cooperate in good faith with Canid to enable Canid to procure requested quantities of vaccine, including through sharing of relevant information regarding vaccine deliveries and vaccine recipients on a timely basis through the Canid Platform. Practice agrees that Canid's performance of the Services is dependent upon such timely information and cooperation from Practice.

1.5 **Data; BAA.** Practice shall only disclose data to Canid which Practice has a right to disclose for the purposes of the Services. Canid will collect information from Patients in connection with their use of the Canid Platform and provide such information to Practice. Canid and Practice agree to comply with the terms of the Business Associate Agreement set forth in Appendix 1 of these Terms of Service (the "BAA") with respect to Patients' data.

1.6 **Billing and Collections.** For purposes of facilitating Canid's provision of billing and collection services in connection with vaccines, Practice hereby appoints Canid as Practice's true and lawful agent and attorney-in-fact, and such appointment will survive the termination or expiration of this Agreement for all accounts receivable arising from billing for vaccine encounters provided prior to such termination or expiration, until all obligations of Practice to Canid will have been paid in full.

1.7 **Initial Inventory.** Canid will apply the Initial Inventory Credit (as calculated below) to Practice's initial invoice and any immediately subsequent invoices until the Initial Inventory Credit is exhausted in full. Upon the execution of these Terms of Services, Practice will provide Canid with a complete and accurate inventory, or permit Canid to inventory, at Canid's election, of all vaccination supply then in Practice's possession or in transit to Practice (the "Initial Inventory Count") and provide a report of the Initial Inventory Count to Canid. The Initial Inventory Credit equals the product of the Initial Inventory Count and Canid's then-current standard fee schedule.

1.8 **Emergency Plan.** Practice will provide Canid with its plan (including any modifications or amendments to such plan, as may occur from time to time) for vaccine supply storage in the event of an emergency, power outage, malfunction, or any other circumstance which compromises the safe and compliant storage of the vaccines at Practice's office. In the event of any such circumstance or any other reason which requires the transfer of the vaccines to a location other than Practice's office, Practice will notify Canid in advance of such transfer. Immediately prior to transferring the vaccine supply offsite, Practice will take a detailed inventory (or permit Canid to inventory, at Canid's election) of all vaccine supply then in Practice's possession or in transit to Practice and provide such inventory report to Canid. Practice will not remove the vaccine supply from Practice's office unless and until Canid has received and approved the aforementioned inventory report. During the time which the vaccine supply is stored offsite, Practice will perform inventory counts and prepare inventory reports if requested by Canid. Upon the return of the vaccine supply to Practice's office and prior to administering any vaccines to Patients, Practice will conduct a detailed inventory (or permit Canid to inventory, at Canid's election) all of the vaccine supply which has been returned to Practice's possession and provide such inventory report to Canid. In the event any vaccine supply arranged for by Canid has been lost, destroyed, or otherwise rendered unsuitable for administration, Practice will pay Canid for such vaccine supply at Canid's then-current standard fee schedule rate.

1.9 **Access.** To the extent Canid requires access to Practice's electronic systems and software or office and vaccination refrigerator or other vaccine storage location (including any storage location used by Practice in accordance with Section 1.8) in order to provide the Services or enforce its rights under these Terms of Service, Practice will provide Canid with access to such systems and space during normal business hours, including through the provision of appropriate log-in credentials.

2. **COMPENSATION AND PAYMENT TERMS.**

2.1 **Compensation.** As compensation for the Services rendered by Canid, including the provision of access to the Canid Platform and payment for or reimbursement for vaccine supply procured or paid for by Canid, Practice will pay Canid as follows:

(a) Practice hereby assigns to Canid, and Canid hereby accepts assignment of, all amounts collected by Practice on those receivables of Practice which relate only to the vaccine supply portion of any vaccination administered to an insured Patient (excluding Patients covered by Medicare or Medicaid or other government program) (the "Assigned Receivables").

(b) In addition to the Assigned Receivables, Practice will pay Canid an amount equal to Canid's then-current standard fee schedule rate for each vaccine administered to an uninsured Patient over the age of 19 (the "Uninsured Fee").

(c) Canid will invoice Practice for the Fees periodically. Canid may require Practice to establish and authorize automatic payments for the Fees and, if so requested, Practice will execute any and all documents and authorization forms in order to facilitate such automatic payments.

(d) Notwithstanding the foregoing, Practice will pay Canid at Canid's then-current standard fee schedule rate if any vaccine procured by Canid on behalf of Practice is missing, lost, or otherwise not located in the fridge at the Practice's office and not properly marked as wasted in the system. If a vaccine is properly marked as wasted in the system, Practice will not be charged for such vaccine supply.

(e) All amounts due to Canid will be paid no later than the date set forth on the invoice submitted by Canid to Practice.

(f) For the avoidance of doubt, Practice does not and will not assign or pay to Canid, and Practice retains all right, title, and interest in and to, all payments received from (i) Patients and third party payors which relate to the professional services rendered by Practice in connection with the administration of a vaccine to a Patient and all other professional services rendered by Practice to Patients, and (ii) Medicare, Medicaid or any government program.

2.2 **Taxes.** Canid shall be responsible for timely reporting and paying any taxes on its income and any taxes related to its engagement of its personnel. Practice shall be responsible for timely reporting and paying any other taxes related to the operation of its business, including levies, surcharges, withholding, sales or other similar charges and any penalties levied thereon.

3. REPRESENTATIONS AND WARRANTIES.

3.1 **Mutual Representations and Warranties.** Each party represents, warrants and covenants to the other party that: (a) such party has the full power and authority to enter into these Terms of Service and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; (b) such party's agreement to and performance under these Terms of Service shall not breach any oral or written agreement with any third party or any obligation owed by such party to any third party to keep any information or materials in confidence or in trust and (c) each party shall exercise its rights hereunder in compliance with all applicable laws and regulations.

3.2 **Disclaimer.** THE WARRANTIES SET FORTH IN THIS SECTION 3 ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, AND, EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 3, THE CANID PLATFORM AND ALL OTHER SERVICES ARE PROVIDED ON AN AS-IS BASIS. PRACTICE'S USE OF THE SERVICES AND ANY VACCINES IS AT ITS OWN RISK. CANID DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE WITH RESPECT TO THE CANID PLATFORM, THE SERVICES, AND ANY VACCINE SUPPLY PROCURED BY CANID ON BEHALF OF PRACTICE. CANID SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF PRACTICE OR ANY PATIENT OR ANY MANUFACTURER OR SUPPLIER OF THE SUPPLIED VACCINES. PRACTICE AGREES AND ACKNOWLEDGES THAT PRACTICE IS SOLELY RESPONSIBLE FOR ADMINISTERING VACCINATIONS AND PROVIDING MEDICAL CARE OR ADVICE TO PATIENTS.

4. **PROPRIETARY RIGHTS.**

4.1 **Ownership.** Practice acknowledges that the Canid Platform, all developments made by Canid or its service providers in the performance of the Services, and all intellectual property rights therein, are the sole and exclusive property of Canid and its licensors. Canid acknowledges that the data disclosed by Practice, and all intellectual property rights therein, are the sole and exclusive property of Practice and its licensors. Each party retains all other rights not expressly granted in these Terms of Service.

4.2 **Limited Feedback License.** Practice hereby grants to Canid, at no charge, a non-exclusive, royalty-free, worldwide, transferable, sublicensable (through one or more tiers), perpetual, irrevocable license under suggestions, comments and other forms of feedback ("**Feedback**") regarding the Services provided to Canid by or on behalf of Practice. Feedback is provided "AS IS" without warranty of any kind by Practice.

5. **LIMITATION OF LIABILITY.**

5.1 **No Consequential Damages.** CANID AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE, EVEN IF CANID OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF THE LICENSING, PROVISION OR USE OF THE CANID PLATFORM OR OUTCOMES THEREOF. CANID WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

5.2 **Limits on Liability.** CANID AND ITS LICENSORS SHALL NOT BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN THE SUM OF THE AMOUNTS HAVING THEN ACTUALLY BEEN PAID BY PRACTICE TO CANID UNDER THESE TERMS OF SERVICE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, MINUS, IN ALL CIRCUMSTANCES, ANY AMOUNTS PREVIOUSLY PAID (AS OF THE DATE OF SATISFACTION OF SUCH LIABILITY) BY CANID TO PRACTICE IN SATISFACTION OF ANY LIABILITY FOR DAMAGES UNDER THESE TERMS OF SERVICE.

6. **TERM AND TERMINATION.**

6.1 The term of these Terms of Service shall commence on the Effective Date and continue indefinitely, except that, either party may terminate these Terms of Service for any reason upon thirty (30) days prior written notice.

6.2 In the event of any termination or expiration of these Terms of Service, (a) for a period of 90 days following the expiration or termination, Canid will continue to bill and collect, on behalf of Practice, for vaccination encounters for insured Patients which occurred on or prior to the date of termination or expiration (excluding vaccinations administered to Medicare or Medicaid Patients) and Practice will pay Canid in accordance with Section 2 during such period, (b) Practice will pay Canid the Uninsured Fee calculated with respect to vaccine administered to an uninsured Patient over the age of 19 on or prior to the date of termination or expiration, and (c) Practice will reimburse Canid in full for all vaccines procured by Canid on behalf of Practice which have not been administered to a Patient as of the effective date of such termination or expiration (whether or not such vaccines are in Practice's possession or remain in transit to Practice).

6.3 In the event of any termination or expiration of these Terms of Service, all provisions of these Terms of Service shall terminate except that Sections 1.6, 2, 3.2, 4, 5, 6 and 7 shall remain in effect according to their respective terms.

7. **AMENDMENTS.** Canid may amend, modify, or replace these Terms of Service from time to time on prior written notice to Practice. Such notice may be sent via US mail or electronic mail to the mailing address or e-mail address of Practice in Canid's records at such time. Practice will have ten (10) days from receipt of any amendment, modification, or replacement of these Terms of Service (the "Review Period") to reject one or more proposed changes. Any rejection by Practice must be made in writing before the expiration of the Review Period to Canid and must specify the proposed changes to which Practice objects. If Practice does not object to a proposed change(s) by the expiration of the Review Period in accordance with this Section 7, Practice is deemed to have accepted such proposed change(s) and will be bound thereby. If Practice objects to a proposed change(s), these Terms of Service will not be amended to reflect such proposed change(s) unless and until the parties agree in a writing that is signed by duly authorized representatives of both parties.

8. **MISCELLANEOUS.** These Terms of Service constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral, except for the BAA. No term or provision hereof shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. If any provision of these Terms of Service is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect. These Terms of Service and the rights and obligations of the parties to and under this agreement shall be governed by and construed under the laws of the United States and the State of New York as applied to agreements entered into and to be performed in such State without giving effect to conflicts of laws rules or principles. Neither party may assign its rights or obligations under these Terms of Service, whether voluntarily or by operation of law or otherwise, without the other party's prior written consent. Notwithstanding the foregoing, either party may assign these Terms of Service in connection with an acquisition, sale or transfer of all or substantially all of its assets, stock or business by sale, merger, consolidation, or similar transaction. Any purported assignment or transfer in violation of this section shall be void. Subject to the foregoing restrictions, these Terms of Service will bind and benefit the parties and their successors and permitted assigns. Each party acknowledges that it has had the opportunity to have legal counsel review these Terms of Service and to negotiate its terms and conditions. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties.

Appendix 1

The terms and conditions set forth in this Business Associate Agreement (this “BAA”) supplement the Terms of Service consistent with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time (“HIPAA”), including the regulatory revisions implemented pursuant to the Health Information Technology for Economic and Clinical Health Act (the “HITECH ACT”). For purposes of this BAA, Practice is defined as “Covered Entity” and Canid is defined as “Business Associate”. To the extent of a conflict between the terms and conditions of this BAA and the Terms of Service, this BAA shall control.

I. Definitions

- A. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The HIPAA Privacy Rule is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, part 160 and part 164, subparts A and E. The HIPAA Security Rule is the HIPAA Security Standards (45 C.F.R. Parts 160 and 164, Subpart C). The HIPAA Breach Notification Rule is the Notification in the Case of Breach of Unsecured Protected Health Information, as set forth at 45 CFR Part 164 Subpart D.
- B. Capitalized terms not otherwise defined in the Terms of Service shall have the meanings given to them in the HIPAA Rules and are incorporated herein by reference.

II. Permitted Uses and Disclosures of PHI

To the extent (if any) that Business Associate creates or receives any individually identifiable health information (“Protected Health Information” or “PHI”) as defined in the HIPAA Privacy Rule, on behalf of Covered Entity, Business Associate will maintain the privacy and security of the PHI as required by this BAA and to the extent required by the HIPAA Rules.

- A. Use and Disclosure of PHI: Business Associate will use and/or disclose PHI only to the extent necessary to satisfy Business Associate’s obligations under the Terms of Service, or as otherwise permitted by law. Such use, disclosure or request of PHI shall utilize a limited data set if practicable or otherwise the minimum necessary PHI to accomplish the intended result of the use, disclosure or request. Business Associate also agrees to implement and follow appropriate minimum necessary policies in the performance of its obligations under this BAA.
- B. Prohibition on Unauthorized Use or Disclosure of PHI: Business Associate will not use or disclose any PHI received from, or on behalf of, Covered Entity, except as permitted or required by this BAA or the Terms of Service, as required by law or as otherwise authorized in writing by Covered Entity.
- C. Business Associate’s Operations: In addition to the uses and disclosures described above, Business Associate may use PHI it creates or receives for or from Covered Entity

to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:

- (1) The disclosure is required by law; or
 - (2) Business Associate obtains reasonable assurances from any person, or organization, to which Business Associate shall disclose such PHI that such person or organization will:
 - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
 - (ii) Notify Business Associate of any instance of which it is aware in which the confidentiality of such PHI was breached
- D. Data Aggregation Services: Business Associate may use PHI to provide Data Aggregation Services related to Covered Entity's Health Care Operations. Business Associate also may de-identify PHI it obtains or creates in the course of providing services to Covered Entity.
- E. Sale of PHI: Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except where permitted by the Terms of Service and consistent with applicable law.
- F. Marketing: Business Associate shall not directly or indirectly receive payment for any use or disclosure of PHI for marketing purposes unless permitted by the Terms of Service and consistent with applicable law.

III. Safeguards

- A. Safeguards: Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this BAA.
- B. Business Associate will 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 Covered Entity, consistent with the safeguards as implemented and required by the HIPAA Security Rule.
- C. Report of Prohibited Use or Disclosure: Business Associate will report to Covered Entity any use or disclosure not provided for by this BAA within a reasonable period of time from when it becomes aware of such use or disclosure. In addition, Business Associate will report, following discovery and without unreasonable delay, any "Breach" of "Unsecured Protected Health Information" as required by 45 CFR 164.410. Such report

shall be made no later than fifteen (15) days after discovery. Any such report shall include the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate also will report to the Covered Entity any Security Incidents (as that term is defined in the HIPAA Security Rule) that results in the unauthorized access, use, disclosure, modification, or destruction of Covered Entity's electronic Protected Health Information of which Business Associate becomes aware.

IV. Individual Rights

- A. Accounting of Certain Uses or Disclosures: When required by applicable law and requested by Covered Entity, Business Associate will make available the information required to enable Covered Entity to make an accounting of disclosures in accordance with the Privacy Rule.
- B. Access to Records by the Subject of the Records: To the extent (if any) that Business Associate maintains PHI in a Designated Record Set, Business Associate will make available this PHI about an individual as directed by Covered Entity, in the time and manner set forth in the Privacy Rule.
- C. Amendment of PHI: To the extent (if any) that Business Associate maintains PHI in a Designated Record Set, Business Associate will make this PHI available for amendment and incorporate any amendment as directed by Covered Entity, in the time and manner set forth in the Privacy Rule.

V. Termination:

- A. This BAA will be in effect for as long as the Terms of Service is in effect, except that terms that are intended by their very nature to survive termination of this BAA shall survive termination and remain in full force.
- B. Without limiting the rights of the parties under the Terms of Service, if Covered Entity reasonably determines that Business Associate has engaged in a pattern of activity or practice that violates its material obligations under this BAA, Covered Entity will give Business Associate written notice of such failure. Business Associate will have forty-five (45) days from the date of such notice to cure such failure. If Covered Entity is not reasonably satisfied that the matter has been cured, Covered Entity may terminate the Terms of Service on such advance notice, as Covered Entity shall determine. Alternatively, if such failure cannot reasonably be cured, Covered Entity may report Business Associate to the HHS Secretary.
- C. Disposition of Records upon Termination: At termination of the Terms of Service, Business Associate agrees, where feasible, to return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity under the Terms of Service. If such return or destruction of records is not feasible (for example, as in the case of Business Associate's document retention requirements), Business Associate will

continue to extend the protections of this BAA to such PHI and limit any further use of PHI to those purposes that make the return or destruction of the PHI infeasible.

VI. Miscellaneous Provisions

- A. Subcontractors: Business Associate will ensure that any agents, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to the Business Associate with respect to the PHI and agrees to implement reasonable and appropriate safeguards to protect it, consistent with applicable law.
- B. Government Access to Records: Business Associate agrees to make available its internal practices, books and records related to the use and disclosure of PHI under this arrangement, and Business Associate's policies and procedures and documentation required by the HIPAA Security Rule, to the Secretary of the U.S. Department of Health and Human Services or his or her designee for the purpose of evaluating compliance with relevant HIPAA requirements.
- C. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

These Terms of Service last updated on March 5, 2025.

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[End of Canid Terms of Service]