BUSINESS ASSOCIATE AGREEMENT

Measure Based Care

Version: October 28, 2026

Effective Date: As provided in Section 1.2

This Business Associate Agreement (“BAA”) is entered into by and between Neo HealthTech LLC dba measurebasedcare.com (“MBC” or “Business Associate”) and the person or entity that accepts this BAA or executes an agreement incorporating it (“Customer”). MBC and Customer are each a “Party” and together the “Parties.”

This BAA supplements and is incorporated into the MBC Terms of Service, an order form, or another written agreement governing Customer’s use of the Services (the “Services Agreement”). The Services Agreement and this BAA together constitute the “Agreement.”

Customer is a Covered Entity or a Business Associate acting for one or more Covered Entities. MBC is a Business Associate of Customer or, when Customer is itself a Business Associate, a Subcontractor of Customer. The Parties enter into this BAA to comply with HIPAA.

1. Scope and Effective Date

1.1 Applicability

This BAA applies only to Protected Health Information that MBC creates, receives, maintains, or transmits for or on behalf of Customer through the Eligible Services (“Customer PHI”).

Customer may submit Customer PHI only through the Eligible Services and in accordance with the Agreement, MBC’s documentation, and Customer’s own legal obligations. This BAA does not apply to:

1. Information that is not PHI;
2. Information that has been de-identified in accordance with 45 C.F.R. § 164.514;
3. Services identified as excluded in Exhibit A;
4. Third-party products or services that Customer independently connects to or uses with the Services and that are not provided by MBC as its Subcontractors; or
5. Customer PHI after Customer exports it from MBC or otherwise causes it to be processed outside the Eligible Services.

1.2 Effective Date

This BAA becomes effective on the earliest date that Customer:

1. Electronically accepts this BAA or the Services Agreement incorporating it;
2. Signs an order form or other agreement incorporating this BAA;
3. Signs a counterpart of this BAA; or
4. First submits PHI to an Eligible Service under an Agreement that incorporates this BAA.

The individual accepting or signing this BAA for Customer represents that the individual has authority to bind Customer.

1.3 Relationship to the Services Agreement

Except as modified by this BAA, the Services Agreement remains in effect. If this BAA conflicts with the Services Agreement regarding the use, disclosure, safeguarding, or disposition of Customer PHI, this BAA controls. Liability for claims arising

under this BAA is governed by Section 10. The dispute-resolution and governing-law provisions of the Services Agreement otherwise apply to this BAA to the extent enforceable under applicable law. No contractual limitation restricts either Party's regulatory obligations under HIPAA, the authority of the Secretary or another regulator, or either Party's duty to comply with this BAA.

2. Definitions

"Breach," "Business Associate," "Covered Entity," "Data Aggregation," "Designated Record Set," "Disclosure," "Electronic Protected Health Information" or "ePHI," "Individual," "Minimum Necessary," "Protected Health Information" or "PHI," "Required by Law," "Secretary," "Security Incident," "Subcontractor," "Unsecured Protected Health Information," and "Use" have the meanings given to them under HIPAA.

"Eligible Services" means the services identified in Exhibit A.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations, each as amended.

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E.

"Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and C.

"Unsuccessful Security Incident" means a Security Incident that does not result in unauthorized access, acquisition, use, disclosure, modification, or destruction of Customer PHI or material interference with operations involving Customer PHI. Examples include unsuccessful login attempts, port scans, pings, attempted denial-of-service attacks that do not materially affect service, and interception of encrypted information where the encryption key is not compromised.

Capitalized terms not defined in this BAA have the meanings given in HIPAA or the Services Agreement.

3. Permitted Uses and Disclosures by MBC

3.1 Services for Customer

MBC may Use and Disclose Customer PHI as necessary to provide, secure, maintain, support, and administer the Eligible Services and to perform its obligations and exercise its rights under the Agreement, provided that the Use or Disclosure would not violate the Privacy Rule if made by Customer, except as otherwise permitted for a Business Associate under HIPAA.

3.2 Management and Administration

MBC may Use Customer PHI for MBC's proper management and administration or to carry out MBC's legal responsibilities. MBC may Disclose Customer PHI for those purposes only if:

1. The Disclosure is Required by Law; or
2. MBC obtains reasonable assurances from the recipient that the recipient will hold the information confidentially, Use or further Disclose it only as Required by Law or for the purpose for which MBC disclosed it, and notify MBC of any known breach of confidentiality.

3.3 Data Aggregation

MBC may provide Data Aggregation services relating to the health care operations of Customer as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

3.4 De-identification

MBC may de-identify Customer PHI in accordance with 45 C.F.R. § 164.514. Information properly de-identified under that section is no longer PHI. MBC may use and disclose properly de-identified information to provide, secure, maintain, analyze, and improve the Eligible Services; develop aggregate benchmarks that do not identify Customer or any Individual; and as otherwise permitted by the Services Agreement and applicable law. MBC will not attempt to re-identify information de-identified under this Section except to test whether its de-identification processes comply with applicable law.

3.5 Required by Law and Reports of Violations

MBC may Use or Disclose Customer PHI as Required by Law. MBC may also Use Customer PHI to report violations of law to appropriate federal or state authorities to the extent permitted by 45 C.F.R. § 164.502(j).

3.6 Minimum Necessary

When the Minimum Necessary standard applies, MBC will make reasonable efforts to limit its Uses, Disclosures, and requests for Customer PHI to the Minimum Necessary to accomplish the intended purpose.

3.7 Prohibited Uses and Disclosures

MBC will not:

1. Use or Disclose Customer PHI except as permitted by this BAA or Required by Law;
2. Sell Customer PHI or receive remuneration in exchange for Customer PHI except as expressly permitted by HIPAA and authorized by Customer;
3. Use or Disclose Customer PHI for marketing as defined by HIPAA unless Customer has provided written instructions and all legally required authorizations have been obtained; or
4. Use Customer PHI to train a general-purpose artificial intelligence or machine-learning model unless the information has first been de-identified in accordance with Section 3.4 or Customer expressly authorizes the Use in a separate written agreement that complies with applicable law.

3.8 Artificial Intelligence Services

MBC may use an artificial intelligence or machine-learning service to provide an Eligible Service only if:

1. The information disclosed to the provider has first been de-identified in accordance with Section 3.4; or
2. The provider is acting as MBC's Subcontractor under a written business associate agreement, the specific service and configuration are eligible for processing PHI, and the disclosure is otherwise permitted by this BAA.

MBC will apply reasonable technical and administrative controls designed to prevent Customer PHI from being sent to an artificial intelligence provider through a service or configuration that is not approved for PHI.

4. Obligations of MBC

4.1 Safeguards and Security Rule

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

4.2 Reporting Impermissible Uses and Disclosures

MBC will report to Customer any Use or Disclosure of Customer PHI not permitted by this BAA of which MBC becomes aware. MBC will make the report without unreasonable delay after discovery.

4.3 Reporting Breaches of Unsecured PHI

Following discovery of a Breach of Unsecured Customer PHI, MBC will notify Customer without unreasonable delay and in no event later than thirty (30) calendar days after discovery. The notice will include, to the extent known at the time:

1. The identification of each Individual whose Unsecured Customer PHI was, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed;
2. A brief description of what occurred, including the date of the Breach and the date of discovery, if known;
3. A description of the types of Unsecured Customer PHI involved;
4. Steps Individuals should consider taking to protect themselves, if applicable;
5. A description of MBC's investigation, mitigation, and measures intended to prevent recurrence; and
6. Contact information for follow-up.

MBC may provide available information in stages and will supplement its notice as additional relevant information becomes available. Customer retains responsibility for determining whether and how to notify Individuals, the Secretary, the media, or other persons unless the Parties agree otherwise in writing.

4.4 Reporting Security Incidents

MBC will report to Customer any successful Security Incident involving Customer PHI of which MBC becomes aware, without unreasonable delay. The Parties agree that this Section constitutes ongoing notice by MBC of Unsuccessful Security Incidents and that MBC is not required to provide separate reports of individual Unsuccessful Security Incidents.

4.5 Mitigation

MBC will take reasonable steps to mitigate, to the extent practicable, harmful effects known to MBC resulting from a Use or Disclosure of Customer PHI by MBC in violation of this BAA.

4.6 Subcontractors

MBC will ensure that each Subcontractor that creates, receives, maintains, or transmits Customer PHI on MBC's behalf agrees in writing to restrictions, conditions, and safeguards that apply to the Subcontractor to the same extent they apply to MBC under this BAA, as required by HIPAA.

If MBC knows of a material pattern of activity or practice by such a Subcontractor that violates the Subcontractor's obligations concerning Customer PHI, MBC will take reasonable steps to cure the violation or end the pattern. If those steps are unsuccessful, MBC will terminate the arrangement if feasible.

4.7 Access to PHI

To the extent MBC maintains Customer PHI in a Designated Record Set, MBC will make the Customer PHI available to Customer as necessary for Customer to meet its obligations under 45 C.F.R. § 164.524. MBC will provide such access in the time and manner reasonably requested by Customer, but no later than ten (10) business days after receiving Customer's written request, unless the Parties agree otherwise in writing.

If MBC receives a request for access directly from an Individual, MBC will promptly forward the request to Customer and will not respond directly except as instructed by Customer or Required by Law.

4.8 Amendment of PHI

To the extent MBC maintains Customer PHI in a Designated Record Set, MBC will make the Customer PHI available for amendment and, upon Customer's instruction, incorporate amendments as necessary for Customer to meet its obligations under 45 C.F.R. § 164.526. MBC will act within ten (10) business days after receiving Customer's written request, unless the Parties agree otherwise in writing.

If MBC receives a request for amendment directly from an Individual, MBC will promptly forward the request to Customer and will not respond directly except as instructed by Customer or Required by Law.

4.9 Accounting of Disclosures

MBC will document Disclosures of Customer PHI and information related to those Disclosures as necessary for Customer to respond to a request for an accounting under 45 C.F.R. § 164.528. MBC will provide the required information to Customer within ten (10) business days after receiving Customer's written request, unless the Parties agree otherwise in writing.

4.10 Availability of Books and Records

MBC will make its internal practices, books, and records relating to the Use and Disclosure of Customer PHI available to the Secretary for purposes of determining compliance with HIPAA. Nothing in this Section waives an applicable privilege or protection.

4.11 Performance of Customer Privacy Rule Obligations

To the extent MBC is to carry out one or more of Customer's obligations under the Privacy Rule, MBC will comply with the requirements of the Privacy Rule that apply to Customer in the performance of those obligations.

4.12 Cooperation

MBC will reasonably cooperate with Customer in investigating and responding to an impermissible Use or Disclosure, Breach, Security Incident, regulatory inquiry, or Individual rights request involving Customer PHI. Any extraordinary assistance outside MBC's obligations under HIPAA and this BAA may be subject to mutually agreed fees to the extent permitted by law.

5. Obligations of Customer

5.1 Lawful Disclosure to MBC

Customer represents and warrants that it has the legal authority to disclose Customer PHI to MBC and to instruct MBC to Use and Disclose Customer PHI as contemplated by the Agreement. Customer is responsible for obtaining and documenting all notices, consents, permissions, and authorizations required by HIPAA and other applicable law.

5.2 Notice of Privacy Practices

Customer will notify MBC of any limitation in Customer's notice of privacy practices under 45 C.F.R. § 164.520 to the extent the limitation may affect MBC's permitted Use or Disclosure of Customer PHI.

5.3 Changes in Permission

Customer will notify MBC of any change in or revocation of an Individual's permission to Use or Disclose Customer PHI to the extent the change may affect MBC's permitted Use or Disclosure. Customer is responsible for modifying its use of the Eligible Services as necessary to honor the change or revocation.

5.4 Restrictions

Customer will notify MBC of any restriction on the Use or Disclosure of Customer PHI that Customer has agreed to or is required to follow under 45 C.F.R. § 164.522, to the extent the restriction may affect MBC. Customer will not agree to a restriction that would prevent MBC from performing the Agreement unless MBC agrees to the restriction in writing.

5.5 Permissible Requests

Customer will not request or cause MBC to Use or Disclose Customer PHI in a manner that would violate HIPAA if done by Customer, except to the extent HIPAA expressly permits a Business Associate to do so.

5.6 Customer Safeguards

Customer is responsible for:

1. Configuring and using the Eligible Services in compliance with the Agreement and applicable law;
2. Applying role-appropriate access controls and promptly removing access that is no longer authorized;
3. Safeguarding account credentials, devices, exports, and any Customer PHI outside MBC's systems;
4. Providing MBC only the Customer PHI reasonably necessary for the intended purpose;
5. Maintaining accurate patient identity and contact information and confirming that communications are sent to the intended recipient;
6. Using secure and appropriate channels when communicating with MBC support; and
7. Promptly notifying MBC of suspected unauthorized access to Customer's account or Customer PHI.

5.7 More Restrictive Laws

Customer is responsible for determining whether its use of the Eligible Services is subject to laws more restrictive than HIPAA, including state health-privacy, mental-health, genetic-information, reproductive-health, or substance-use-disorder confidentiality laws, and for notifying MBC before submitting information that requires MBC to follow obligations beyond this BAA. Each Party will comply with such laws to the extent they apply directly to that Party.

Unless the Parties expressly agree otherwise in writing, the Eligible Services are not approved to receive records subject to 42 C.F.R. Part 2 ("Part 2 Records"). Customer will not submit Part 2 Records to the Eligible Services unless MBC has confirmed in writing that the applicable workflow is approved for Part 2 Records and Customer has obtained a valid consent or other legal authority permitting the disclosure. The fact that information concerns alcohol or substance use does not by itself make that information a Part 2 Record.

5.8 Customer as Business Associate

If Customer is a Business Associate acting for a Covered Entity, Customer represents that:

1. Its agreement with the Covered Entity permits Customer to engage MBC as a Subcontractor;
2. Its instructions to MBC are consistent with Customer's obligations to the Covered Entity; and
3. Customer will notify MBC of any applicable restriction or obligation in that agreement that is more stringent than this BAA before submitting the affected PHI.

6. MBC Healthcare-Service Requirements

6.1 Customer Controls the Health Record and Care Relationship

Customer controls the patient relationship and determines whether information maintained through the Eligible Services is part of a Designated Record Set. MBC provides technology services and does not become the health care provider, records custodian, or plan administrator merely by providing the Eligible Services.

6.2 Clinical Responsibility

Customer is solely responsible for:

1. Selecting measures and determining whether they are appropriate for an Individual;
2. Reviewing responses, scores, alerts, trends, and other output;
3. Verifying the accuracy and clinical significance of output before relying on it;
4. Making diagnoses, treatment decisions, safety plans, and other clinical judgments;
5. Complying with professional standards and instrument licensing or attribution requirements; and
6. Ensuring that only appropriately trained and authorized personnel use the Eligible Services for clinical activities.

6.3 No Emergency Monitoring

The Eligible Services are not emergency services and are not represented as continuously or synchronously monitored. Customer remains responsible for communicating appropriate emergency instructions to Individuals, maintaining crisis-response procedures, and timely reviewing information submitted through the Eligible Services.

6.4 Patient Communications

Customer is responsible for determining whether email or another communication channel is appropriate for each Individual, honoring confidential-communication requests, verifying recipient contact information, and obtaining any legally required permission for communications. MBC will use reasonable safeguards when sending communications on Customer's behalf, but Customer acknowledges that a communication's recipient, device, email provider, or network may be outside MBC's control.

6.5 Patient Matching and Data Quality

Customer is responsible for ensuring that patient information, measure assignments, responses, imports, exports, and other records are associated with the correct Individual and delivered to the appropriate authorized recipient.

6.6 Optional Voice Features

Some Eligible Services may allow an Individual to use speech recognition supplied by the Individual's browser, device, or operating-system provider to select an answer. MBC does not receive, record, or store the Individual's audio through this feature; MBC receives the resulting selected answer. The third-party speech-recognition service is selected and controlled through the Individual's browser or device and is not an MBC Subcontractor merely because the Eligible Service can invoke that capability.

Customer is responsible for determining whether use of such a third-party speech-recognition service is appropriate for its Individuals and for instructing Individuals not to use the optional voice feature when that processing would be inconsistent with Customer's legal, contractual, or privacy requirements. MBC will provide reasonable notice in the patient-facing workflow or related privacy disclosures that speech processing may occur through the Individual's browser or device provider.

7. Term and Termination

7.1 Term

This BAA begins on the Effective Date and remains in effect until the later of:

1. Termination or expiration of the Services Agreement; or
2. The date MBC no longer maintains Customer PHI.

7.2 Termination for Cause

If either Party knows of a material breach of this BAA by the other Party, the non-breaching Party will provide written notice and a reasonable opportunity to cure. If the breaching Party does not cure the breach within thirty (30) days after notice, the non-breaching Party may terminate this BAA and the affected Services Agreement.

If cure is not possible, the non-breaching Party may terminate immediately. If termination is not feasible, the non-breaching Party may report the violation to the Secretary as permitted or required by HIPAA.

7.3 Effect of Termination

Upon termination or expiration of this BAA, Customer may request an available export of Customer PHI during the thirty (30) calendar days following termination, unless the Services Agreement provides a longer period. Subject to that export period, MBC will, if feasible, return or destroy Customer PHI maintained in MBC's active systems within thirty (30) calendar days after the later of termination or completion of a timely requested export and will retain no copies except as provided below.

If return or destruction is not feasible, including for Customer PHI retained in secure backups, legal holds, or records MBC must retain by law, MBC will:

1. Extend the protections of this BAA to the retained Customer PHI;
2. Limit further Uses and Disclosures to the purposes that make return or destruction infeasible; and
3. Securely delete the retained Customer PHI when the reason for retention no longer applies or when it is removed through MBC's documented backup and retention cycle.

7.4 Survival

Sections concerning Customer PHI retained after termination, together with provisions that by their nature should survive, remain in effect after termination.

8. Notices

8.1 Notices to MBC

Notices concerning this BAA, privacy matters, or suspected incidents must be sent to:

Neo HealthTech LLC dba measurebasedcare.com
Email: info@measurebasedcare.com

Operational support requests may also be sent to support@measurebasedcare.com. Customer should not include PHI in ordinary email unless necessary and appropriately safeguarded.

8.2 Notices to Customer

MBC may send notices under this BAA to Customer's account owner, administrator, legal or privacy contact, or another contact designated by Customer. Customer must keep those contact details current.

8.3 Electronic Notice

Email notice is effective when sent, provided the sender does not receive a delivery-failure notice. A Party may update its notice contact by written notice to the other Party.

9. General Terms

9.1 Regulatory References

A reference in this BAA to a provision of HIPAA means that provision as in effect or as amended and any successor provision.

9.2 Amendment

The Parties will amend this BAA as reasonably necessary to comply with changes in applicable law. MBC may update this BAA by providing advance notice as described in the Services Agreement. MBC will assign each published version a version date or other unique identifier and will retain a record of the version accepted by Customer. A change that materially reduces MBC's obligations concerning Customer PHI will not apply to Customer PHI received under an earlier version unless Customer affirmatively accepts the change or the change is Required by Law.

9.3 No Third-Party Beneficiaries

This BAA is for the benefit of the Parties and does not create rights in any third party, including any Individual.

9.4 No Agency

This BAA does not create an agency, partnership, joint venture, or fiduciary relationship between the Parties. Neither Party has authority to bind the other except as expressly stated in writing.

9.5 Independent Obligations

Each Party is independently responsible for its own compliance with laws applicable to it. Nothing in this BAA requires either Party to violate applicable law.

9.6 Assignment

Assignment of this BAA is governed by the assignment terms of the Services Agreement. Any permitted successor to MBC that maintains Customer PHI will assume MBC's applicable obligations under this BAA.

9.7 Severability

If any provision of this BAA is held unenforceable, it will be interpreted to accomplish its intended purpose to the greatest extent permitted by law, and the remaining provisions will remain in effect.

9.8 Entire Agreement Regarding Customer PHI

This BAA and the Services Agreement constitute the complete agreement between the Parties concerning the subject matter of this BAA and supersede prior or contemporaneous understandings on that subject. A separately signed BAA between the Parties controls over this standard BAA to the extent of a conflict.

9.9 Electronic Acceptance; Counterparts

The Parties may accept this BAA electronically. Signatures transmitted electronically or in counterparts are effective as originals, and all counterparts together form one instrument. Electronic acceptance recorded by MBC has the same effect as a signature.

10. Limitation of Liability

10.1 Limitation on Indirect Liability

To the fullest extent permitted by law, neither Party nor its affiliates, officers, employees, agents, or licensors will be liable under this BAA for indirect, punitive, incidental, special, consequential, or exemplary damages, including lost profits, even if the Party knew or should have known that such damages were possible and even if a remedy fails of its essential purpose.

The limitation in the preceding paragraph does not apply to:

1. A Party's gross negligence or willful misconduct;
2. Customer's breach of Sections 1.1, 5.5, 5.6, or 5.7;
3. MBC's breach of Section 3.7 or 4.1; or
4. Either Party's breach of its confidentiality obligations under the Agreement.

10.2 Limitation on Amount of Liability

To the fullest extent permitted by law, except for:

1. A Party's gross negligence or willful misconduct;
2. A Party's indemnification obligations under the Agreement; or
3. Customer's payment obligations,

each Party's total aggregate liability arising out of or relating to this BAA will not exceed the total amount Customer paid to MBC under the Services Agreement during the twelve (12) months immediately preceding the event giving rise to liability. The foregoing limitation applies despite any failure of essential purpose of any limited remedy.

10.3 Regulatory Obligations

Nothing in this Section limits either Party's obligations to comply with HIPAA or other applicable law, or limits the enforcement authority of the Secretary or another regulator.

EXHIBIT A — ELIGIBLE SERVICES

A.1 Covered Services

Subject to the Agreement and MBC's applicable documentation, the following are Eligible Services:

1. The authenticated Measure Based Care clinical platform made available at app.measurebasedcare.com;
2. MBC-hosted patient measure and check-in workflows accessed through MBC-issued links;
3. MBC functions used to create and manage patient records, measure assignments, protocols, reminders, responses, scores, trends, clinical notes, practice analytics, and authorized exports;
4. Transactional communications sent by MBC on Customer's behalf as part of those workflows; and
5. Authorized technical support for the foregoing services; and
6. Artificial intelligence-assisted functions expressly made available by MBC within the clinical platform, subject to Section 3.8.

Eligible Services include the production infrastructure and Subcontractors MBC uses to provide those functions when they create, receive, maintain, or transmit Customer PHI on MBC's behalf.

A.2 Excluded Services

Unless MBC expressly agrees otherwise in writing, Eligible Services do not include:

1. MBC's public marketing website or public advertising pages;
2. Third-party applications, browser or operating-system services, integrations, or communication tools not provided by MBC as its Subcontractors;
3. Customer's email system, devices, networks, EHR, file storage, or other systems;
4. Beta, preview, experimental, or demonstration features identified by MBC as not approved for PHI;
5. Public forms, free-text support channels, or other locations where MBC instructs users not to submit PHI; or
6. Data after Customer exports, downloads, copies, or transfers it outside the Eligible Services; or
7. Part 2 Records unless MBC has approved the applicable workflow in writing under Section 5.7.

A.3 Customer Implementation Requirements

Coverage under this BAA depends on Customer:

1. Maintaining an active account subject to the Agreement;
2. Using only Eligible Services to submit or process PHI;
3. Following MBC's security and configuration instructions;
4. Limiting access to authorized workforce members;
5. Maintaining accurate account, patient, and notification information; and
6. Not disabling, bypassing, or materially weakening safeguards provided by MBC.

OPTIONAL SIGNATURE PAGE

This signature page may be used when either Party requests a countersigned copy. Electronic acceptance under Section 9.9 does not require this page.

BUSINESS ASSOCIATE

Neo HealthTech LLC dba measurebasedcare.com

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Legal name: _____

Signature: _____

Name: _____

Title: _____

Date: _____