

Business Associate Agreement

Modern Trials Inc. · Trial Recruitment Toolbox™ · Version 1.0 · effective on acceptance

This Business Associate Agreement ("Agreement") is entered into between Modern Trials Inc., a Delaware corporation ("Modern Trials" or "Business Associate"), and the organization identified at account registration ("Customer"). It takes effect when an authorized representative of Customer accepts it electronically during registration for the Trial Recruitment Toolbox™ (the "Platform"), and it forms part of the agreement under which Modern Trials provides the Platform and related services to Customer (the "Services").

Customer is, or may be, a covered entity or a business associate under HIPAA, and Modern Trials will create, receive, maintain or transmit Protected Health Information on Customer's behalf in providing the Services. The parties enter into this Agreement to satisfy the requirements of 45 CFR 164.502(e), 164.504(e), 164.308(b) and 164.314(a). Where Customer is itself a business associate of a covered entity, Modern Trials is Customer's subcontractor and references to Customer's obligations include the obligations Customer owes to that covered entity.

1. Definitions

Capitalized terms not defined in this Agreement have the meanings given in the HIPAA Rules. "HIPAA Rules" means the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Parts 160 and 164, as amended. "Protected Health Information" or "PHI" means protected health information as defined at 45 CFR 160.103, limited to the information Modern Trials creates, receives, maintains or transmits on behalf of Customer through the Services, and includes Electronic PHI. "Breach," "Security Incident," "Subcontractor," "Unsecured PHI," "Required by Law" and "Secretary" have the meanings given in the HIPAA Rules. "Terms" means the Modern Trials Terms and Conditions accepted by Customer at registration, as updated from time to time.

2. Permitted uses and disclosures by Modern Trials

2.1 Modern Trials may use and disclose PHI only as necessary to provide the Services to Customer and its authorized users as described in the Terms and the Platform documentation, and as otherwise permitted by this Agreement or Required by Law. Modern Trials will not use or disclose PHI in any manner that would violate Subpart E of 45 CFR Part 164 if done by Customer, except as permitted in Sections 2.2 and 2.3.

2.2 Modern Trials may use PHI for its proper management and administration and to carry out its legal responsibilities. Modern Trials may disclose PHI for those purposes only if the disclosure is Required by Law, or if Modern Trials obtains reasonable assurances from the recipient that the information will be held confidentially, used or further disclosed only as Required by Law or for the purpose for which it was disclosed, and that the recipient will notify Modern Trials of any instance of which it is aware in which confidentiality has been breached.

2.3 Modern Trials may de-identify PHI in accordance with 45 CFR 164.514(a) through (c). Information de-identified in accordance with that standard is not PHI and may be used by Modern Trials to operate, secure, analyze and improve its services. Modern Trials may provide data aggregation services relating to Customer's health care operations if Customer requests them.

2.4 Modern Trials may report violations of law to appropriate federal and state authorities consistent with 45 CFR 164.502(j)(1).

2.5 Modern Trials will not sell PHI, use PHI for marketing, use PHI to build marketing profiles, or use PHI to train general-purpose artificial intelligence models. Any artificial intelligence feature of the Platform processes PHI only to perform the function Customer's authorized user has requested.

3. Obligations of Modern Trials

3.1 Safeguards. Modern Trials will use appropriate administrative, physical and technical safeguards, and will comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement.

3.2 Reporting. Modern Trials will report in writing (email to Customer's administrator suffices) to Customer any use or disclosure of PHI not permitted by this Agreement, any Security Incident, and any Breach of Unsecured PHI, in each case of which it becomes aware, without unreasonable delay and in no event later than ten (10) business days after discovery. The report will include, to the extent known and as it becomes available, the information Customer needs to meet its own notification obligations under 45 CFR 164.404 through 164.410, including the identity of each individual whose Unsecured PHI has been or is reasonably believed to have been affected. The parties acknowledge that unsuccessful attempts to access or interfere with systems, such as pings, port scans and blocked log-in attempts, occur routinely; this Section constitutes notice of such unsuccessful Security Incidents, and no further notice of them is required unless they result in unauthorized access to, or use or disclosure of, PHI.

3.3 Mitigation. Modern Trials will mitigate, to the extent practicable, any harmful effect known to it of a use or disclosure of PHI in violation of this Agreement.

3.4 Subcontractors. Modern Trials will ensure, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), that any Subcontractor that creates, receives, maintains or transmits PHI on behalf of Modern Trials agrees in writing to restrictions, conditions and requirements at least as protective as those that apply to Modern Trials under this Agreement. A current list of Subcontractors that handle PHI is available from Modern Trials on request.

3.5 Access. Within ten (10) business days of a written request from Customer, Modern Trials will make PHI in a Designated Record Set available to Customer, or as directed by Customer to an individual, as necessary for Customer to meet its obligations under 45 CFR 164.524. The Platform's export functions may be used to satisfy this obligation.

3.6 Amendment. Within ten (10) business days of a written request from Customer, Modern Trials will make PHI in a Designated Record Set available for amendment and will incorporate amendments as directed by Customer, as necessary for Customer to meet its obligations under 45 CFR 164.526.

3.7 Accounting of disclosures. Modern Trials will document disclosures of PHI, and information related to them, as would be required for Customer to respond to a request for an accounting of disclosures under 45 CFR 164.528, and will provide that information to Customer within ten (10) business days of a written request.

3.8 Delegated obligations. To the extent Modern Trials carries out any of Customer's obligations under Subpart E of 45 CFR Part 164, Modern Trials will comply with the requirements of Subpart E that apply to Customer in the performance of those obligations.

3.9 Books and records. Modern Trials will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Modern Trials on behalf of, Customer available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3.10 Minimum necessary. Modern Trials will request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, consistent with 45 CFR 164.502(b).

4. Obligations of Customer

4.1 Customer will notify Modern Trials in writing of any limitation in its notice of privacy practices, any change in or revocation of an individual's permission to use or disclose PHI, and any restriction on the use or disclosure of PHI that Customer has agreed to or is required to abide by under 45 CFR 164.522, in each case to the extent the limitation, change, revocation or restriction may affect Modern Trials' use or disclosure of PHI.

4.2 Customer will not request Modern Trials to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Customer, except as permitted under Sections 2.2 and 2.3.

4.3 Customer is responsible for obtaining and documenting all authorizations, consents, institutional review board approvals or waivers, and other permissions required for Customer's authorized users to enter PHI into the Platform and to direct the communications, screening, scheduling and other processing that the Platform performs, including authorizations under 45 CFR 164.508 where required for research.

4.4 Customer is responsible for the acts and omissions of its authorized users, for maintaining the confidentiality of their credentials, and for promptly disabling access for users who no longer require it. Customer will notify Modern Trials at the address in Section 7.6 as soon as possible, and no later than twenty-four (24) hours after discovery, of any actual or suspected unauthorized access to, use of or disclosure of PHI involving the Platform of which Customer becomes aware.

5. Term and termination

5.1 Term. This Agreement takes effect on acceptance and continues for as long as Modern Trials maintains any PHI on behalf of Customer, unless terminated earlier under this Section.

5.2 Termination for cause. Either party may terminate this Agreement and the associated Services if the other party has violated a material term of this Agreement and has not cured the violation within thirty (30) days of written notice, or immediately if cure is not possible. Modern Trials may suspend access to the Platform during that period where reasonably necessary to protect PHI.

5.3 Effect of termination. On termination of the Services for any reason, Customer may export its PHI and other Customer Data using the Platform's export functions, or by written request to Modern Trials, for thirty (30) days after the effective date of termination. Modern Trials will then destroy all PHI that it maintains on behalf of Customer and will retain no copies, except as provided in Section 5.4. Modern Trials will require applicable Subcontractors to return or destroy Customer's PHI on substantially the same terms.

5.4 Infeasibility of destruction. Where destruction is infeasible, including PHI held in encrypted backup media pending scheduled rotation and PHI that Modern Trials is Required by Law to retain, Modern Trials will extend the protections of this Agreement to that PHI, will limit further uses and disclosures to the purposes that make destruction infeasible, and will destroy the PHI when it becomes feasible to do so. Backup media are rotated on a documented schedule not exceeding ninety (90) days.

5.5 Survival. Sections 3.9, 5.3, 5.4, this Section 5.5 and Section 7 survive termination.

6. Relationship to the Terms

6.1 This Agreement governs PHI. The Terms govern all other matters, including fees, acceptable use, intellectual property, warranties, limitations of liability and dispute resolution. If this Agreement and the Terms conflict with respect to PHI, this Agreement controls.

6.2 The limitations and exclusions of liability in the Terms apply to claims arising under this Agreement to the maximum extent permitted by law. Nothing in this Agreement or the Terms limits an obligation that the HIPAA Rules impose directly on either party.

7. General

7.1 Regulatory references. A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.

7.2 Amendment. The parties will take such action as is necessary to amend this Agreement to comply with changes in applicable law. Modern Trials may issue an amendment strictly necessary for such compliance

upon at least thirty (30) days' written notice to Customer's administrator by email or through the Platform, or such shorter period as applicable law requires. Any other material amendment requires Customer's affirmative electronic acceptance or a written agreement executed by authorized representatives of both parties.

7.3 Interpretation. Any ambiguity in this Agreement will be resolved to permit compliance with the HIPAA Rules.

7.4 No third-party beneficiaries. Nothing in this Agreement confers any right, remedy or obligation on any person other than the parties and their permitted successors and assigns.

7.5 Governing law. This Agreement is governed by the law that governs the Terms, without regard to conflict-of-law principles, except to the extent preempted by federal law.

7.6 Notices. Notices to Modern Trials under this Agreement are sent to info@moderntrials.com with "Privacy Request" in the subject line, and by mail to Modern Trials Inc., 226 Guilford Ave., Haddon Township, New Jersey 08108. Notices to Customer are sent to the email address of Customer's account administrator on record.

7.7 Electronic acceptance and execution. This Agreement is accepted electronically by an individual who represents and warrants that he or she is authorized to enter into this Agreement on behalf of Customer. Modern Trials executes this Agreement upon that acceptance, and no additional signature is required. Modern Trials will maintain an electronic acceptance record showing Customer's full legal name; the accepting individual's name and business email address; the acceptance statement displayed; the date and time of acceptance; and the version accepted. That record constitutes evidence of execution. Modern Trials will provide the completed Agreement to Customer's administrator upon acceptance, make it available through Customer's account, and retain the Agreement and acceptance record for at least six (6) years after the later of their creation or the date this Agreement was last in effect.

Acceptance record

Customer legal name	[populated at registration]
Accepted by (name, business email)	[populated at registration]
Date and time of acceptance (UTC)	[populated at registration]
Agreement version	1.0
Modern Trials Inc.	Executed upon Customer's acceptance. Christopher Ochner, Chief Executive Officer