

HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum (“BAA”) is entered into between Mitryco LLC (“Mitryco”) and _____ (“Customer”). This BAA will be effective as of the last signature date below (the “BAA Effective Date”).

1. Definitions.

“Business Associate” has the definition given to it under HIPAA at 45 CFR § 160.103.

“Breach” has the definition given to it under HIPAA at 45 CFR § 164.402.

“Breach Notification Rule” means the HIPAA Breach Notification Rule, 45 CFR §§ 164.400-414.

“Covered Entity” has the definition given to it under HIPAA at 45 CFR § 160.103.

“Covered Services” means the Mitryco products and/or services specifically listed in the URLs on Attachment 1, as may be updated from time to time by Mitryco with notice to Customer. Mitryco may only remove a Covered Service from those URLs with at least 12 months prior notice.

“Designated Record Set” has the definition given to it under HIPAA at 45 CFR § 164.501.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and the rules and the regulations thereunder, as amended, including the Privacy Rule, the Breach Notification Rule and the Security Rule, and amendments to HIPAA made by the HITECH Act.

“HITECH Act” means the Health Information Technology for Economic and Clinical Health Act enacted in the United States Congress, which is Title XIII of the American Recovery & Reinvestment Act, and the regulations thereunder, as amended.

“Privacy Rule” means the HIPAA Privacy Rule, 45 CFR Part 160 and Subparts A and E of Part 164.

“Protected Health Information” or “PHI” has the definition given to it under HIPAA at 45 CFR § 160.103, and for purposes of this BAA, is limited to PHI Customer submits to Mitryco via the Covered Services in connection with Customer’s permitted use of Covered Services.

“Required by Law” has the definition given to it under HIPAA at 45 CFR § 164.103.

“Security Incident” has the definition given to it under HIPAA at 45 CFR§ 164.304.

“Security Rule” means the HIPAA Security Rule, 45 CFR parts 160 and 164, subparts A and C.

2. Applicability of this BAA. This BAA applies to the extent Customer is acting as a Covered Entity or a Business Associate of a Covered Entity to create, receive, maintain, or transmit PHI via a Covered Service and to the extent Mitryco, as a result, is acting as a Business Associate or

Subcontractor of Customer under HIPAA. This BAA does not apply to any Mitryco product or service that is not a Covered Service. This BAA does not apply to PHI that Customer creates, receives, maintains, or transmits outside of the Covered Services (including Customer’s use of its offline or on-premise storage tools or third-party applications).

3. Permitted and Required Use and Disclosure of Protected Health Information.

(a) **Performance of the BAA.** Except as otherwise limited by this BAA, Mitryco may only use and disclose PHI for or on behalf of Customer as permitted or required by this BAA, or as required by law. Mitryco will not use or disclose PHI for any other reason.

(b) **Management, Administration, and Legal Responsibilities.** Mitryco may use and disclose PHI for the proper management and administration of Mitryco and/or to carry out Mitryco's legal responsibilities, provided that any disclosure of PHI by Mitryco for such purposes may only occur if Mitryco takes appropriate measures to ensure that any person to whom PHI will be disclosed is bound by written obligations that provide the same material level of protection for PHI as this BAA.

4. Mitryco Responsibilities with Respect to Protected Health Information. When Mitryco is acting as a Business Associate under this BAA, Mitryco will fulfill the following obligations:

(a) **Appropriate Safeguards.** Mitryco will use appropriate safeguards designed to prevent unauthorized use or disclosure of PHI, and as otherwise required under HIPAA, with respect to the Covered Services. Mitryco will implement all requirements of the HIPAA Security Rule with regard to electronic PHI.

(b) **Reporting and Related Obligations.**

(i) **Security Incident and Breach Reporting.** Mitryco will promptly notify Customer of (i) any Security Incident of which Mitryco becomes aware, subject to Section 4(iii); and (ii) any Breach that Mitryco discovers, including Breaches of unsecured PHI in accordance with 45 CFR § 164.410 of the Breach Notification Rule, provided that any notice for Breach will be made promptly and without unreasonable delay, and in no case later than 5 business days after discovery. Notifications made under this section will describe, to the extent possible, details of a Breach, including steps taken to mitigate the potential risks and steps Mitryco recommends Customer take to address the Breach.

(ii) **Notification.** Mitryco will send any applicable notifications to the notification email address provided by Customer.

(iii) **Unsuccessful Attempts.** Notwithstanding Section 4(b), this Section 4(b)(iii) will be deemed as notice to Customer that Mitryco periodically receives unsuccessful attempts (including without limitation pings, unsuccessful log-on attempts, denial of service attacks, port scans and attempts) for unauthorized access, use, disclosure, modification, or destruction of information, or interference with the general operation of Mitryco's systems and the Covered Services. Customer acknowledges and agrees that even if such events constitute a Security Incident, Mitryco will not be required to provide any notice under this BAA regarding such unsuccessful attempts other than this Section 4(b)(iii).

(c) **Subcontractors.** In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2) of HIPAA, Mitryco will take appropriate measures to ensure that any Subcontractors used by Mitryco to perform its obligations that require access to PHI on behalf of Mitryco are bound by written obligations that provide the same material level of protection for PHI as this BAA. To the extent Mitryco uses Subcontractors in its performance of obligations hereunder, Mitryco will remain responsible for their performance as if performed by Mitryco.

(d) **Access and Amendment.** Customer acknowledges and agrees that Customer is solely responsible for the form and content of PHI maintained by Customer within the Covered Services, including whether Customer maintains such PHI in a Designated Record Set within the Covered Services. The parties acknowledge and agree that Mitryco does not maintain PHI in a Designated Record Set for Customer. Mitryco will make available PHI for amendments (and incorporate any amendments, if required) and accountings in accordance with 45 CFR § 164.526 and 45 CFR § 164.528 of the Privacy Rule. Mitryco

will provide Customer with access to Customer's PHI via the Covered Services so that Customer may fulfill its obligations under HIPAA with respect to Individuals' rights of access and amendment, but will have no other obligations to Customer or any Individual with respect to the rights afforded to Individuals by HIPAA with respect to Designated Record Sets, including rights of access or amendment of PHI. Customer is responsible for managing its use of the Covered Services to appropriately respond to such individual requests.

(e) **Accounting of Disclosures.** When requested by Customer, Mitryco will document disclosures of PHI by Mitryco and provide an accounting of such disclosures to Customer as and to the extent required of a Business Associate under HIPAA and in accordance with the requirements applicable to a Business Associate under HIPAA. Because Mitryco is unable to readily identify which Individuals are identified or what types of PHI are included in PHI Customer or any of Customer's End User submit to the Covered Services under Customer's Account, Customer will be solely responsible for identifying any Individuals who may have been included in PHI that Mitryco has disclosed and for providing a description of the PHI disclosed.

(f) **Secretary's Access to Records.** Mitryco will make its internal practices, books, and records concerning the use and disclosure of PHI received from Customer, or created or received by Mitryco on behalf of Customer, available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for the purpose of the Secretary determining compliance with this BAA to the extent required by law, and subject to all applicable legal privileges.

(g) **Return/Destruction of Information.** On termination of the BAA, Mitryco will return or destroy all PHI received from Customer, or created or received by Mitryco on behalf of Customer; provided, however, that if such return or destruction is not feasible, Mitryco will extend the protections of this BAA to the PHI not returned or destroyed and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

(h) **Performance of a Covered Entity's Obligations.** To the extent Mitryco agrees in writing to carry out a Covered Entity's obligation under the Privacy Rule, Mitryco shall comply with the requirements applicable to such obligation.

5. Customer Responsibilities with Respect to Protected Health Information.

(a) **Impermissible Requests.** Customer will not request that Mitryco or the Covered Services use or disclose PHI in any manner that would not be permissible under HIPAA if done by Customer (if Customer is a Covered Entity) or by the Covered Entity to which Customer is a Business Associate (unless expressly permitted under HIPAA for a Business Associate).

(b) **Use of Service Controls.** For Customer's End Users that use the Covered Services in connection with PHI, Customer will use controls available within the Services. Customer acknowledges that Customer is solely responsible for ensuring that its use of the Covered Services complies with HIPAA and HITECH.

(c) **Appropriate Safeguards.** Customer will use appropriate safeguards designed to prevent against unauthorized use or disclosure of PHI, and as otherwise required under HIPAA, with respect to the Covered Services.

6. Term and Termination of this Business Associate Addendum.

(a) **Term.** The term ("Term") of this BAA will begin on the BAA Effective Date and end on the earlier to occur of (i) termination in accordance with Section 6(b).

(b) **Termination for Breach.** If either party materially breaches this BAA, the non-breaching party may terminate this BAA on 10 days' written notice ("Termination Notice Period") to the breaching party

unless the breach is cured within the Termination Notice Period. If a cure under this Section 6(b) is not reasonably possible, the non-breaching party may immediately terminate this BAA, or if neither termination nor cure is reasonably possible under this Section 6(b), the non-breaching party may report the violation to the Secretary, subject to all applicable legal privileges.

7. Miscellaneous.

- (a) **Survival.** Sections 4(g) (Return/Destruction of Information) and 7 (Miscellaneous) will survive termination or expiration of this BAA.
- (b) **Counterparts.** The parties may execute this BAA in counterparts, including facsimile, PDF, or other electronic copies, which taken together will constitute one instrument.
- (d) **Amendments.** This BAA can only be changed or amended by a writing signed by Customer and Mitryco.
- (e) **No Third Party Beneficiaries.** This BAA does not give any person other than Customer and Mitryco, and their respective successors or assigns, any rights or obligations under this BAA.

Signed by the parties' authorized representatives on the dates below.

Mitryco llc



Signature:

Name: Dmytro Loza

Title: CEO

Date: 04/21/2025

Signature:

Name:

Title:

Date:

Attachment 1

List of Covered Services

1. <https://zvit.io/> - zvit platform designed to analyze medical data.
2. Any other software provided to Customer by Mityco.