LUMEON INC.
BUSINESS ASSOCIATE AGREEMENT

1. Preamble and Definitions

1.1 The Capitalized terms used in this Business Associate Agreement (**"BAA")** shall have the meanings attributed to them in the Standard Terms and Conditions, if not defined otherwise in this Business Associate Agreement.

1.2 Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (**"HIPAA"**), Client (**"Covered Entity"**) and Lumeon Inc, or any of its corporate affiliates (**"Business Associate"**), a 1209 Orange Street, Wilmington, New Castle, Delaware, 19801, corporation, enter into this Business Associate Agreement (**"BAA"**) as of the Effective Date that addresses the HIPAA requirements with respect to "business associates," as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 (**"HIPAA Rules"**). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

1.3 This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information as defined under the HIPAA Rules (**"PHI"**) that Business Associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associate performs for Covered Entity. The functions, activities, and services that Business Associate performs for Covered Entity are defined in Lumeon Inc.'s Standard Terms and Conditions and any documents referenced herein (**"Underlying Agreement"**).

1.4 Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (**"HITECH Act"**) and under the American Recovery and Reinvestment Act of 2009 (**"ARRA"**), this BAA also reflects federal breach notification requirements imposed on Business Associate when "Unsecured PHI" (as defined under the HIPAA Rules) is acquired by an unauthorized party and the expanded privacy and security provisions imposed on business associates.

1.5 Unless the context clearly indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information (**"ePHI"**), Health Care Operations, individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and use.

1.6 A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (**"Privacy Rule"**) as interpreted under applicable regulations and guidance of general application published by the U.S. Department of Health and Human Services (**"HHS"**), including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

2. General Obligations of Business Associate

2.1 Uses and Disclosures of PHI pursuant to the Underlying Agreement. Business Associate agrees not to use or disclose PHI, other than as permitted or required by the Underlying Agreement, this BAA, the Privacy Rule or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

2.2 Appropriate Safeguards. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.

2.3 Reporting of Improper Use or Disclosure, Security Incident or Breach. The Business Associate agrees to the following breach notification requirements:

2.3.1 Notifications. Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which it becomes aware without unreasonable delay and in no event later than 30 Business Days of "discovery" within the meaning of the HITECH Act. All such notifications shall be made in writing by e-mail, and/or telephone as soon as practical to do so. Such notice shall, to the extent commercially practicable to do so, include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional

information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification or promptly thereafter as information becomes delayed. Business Associate's notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

2.3.2 Unsuccessful Security Incidents. The Parties acknowledge the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents, and the Parties agree that no notification to Covered Entity of such Unsuccessful Security Incidents is required.

2.3.3 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.

2.4 Similar Restrictions. Business Associate agrees, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information (**"Sub-BAA Agreement"**). Each Sub-BAA Agreement shall require the applicable Subcontractor to enter into a similar written agreement with each of its subcontractors and agents who receive, create, transmit or maintain PHI or otherwise have access to the PHI.

2.5 Access to PHI. Business Associate agrees, without unreasonable delay and in no event later than 30 Business Days of Business Associate's receipt of a written request from Covered Entity, to make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524.

2.5.1 Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

2.5.2 Business Associate agrees that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

2.6 Amendment of PHI. Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Business Associate, or inquires about his or her right to amendment, Business Associate will promptly forward such request to Covered Entity.

2.7 Governmental Access to Records. Business Associate shall permit Covered Entity and Secretary to audit Business Associate's internal practices, books and records at reasonable times as they pertain to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity in order to ensure that Covered Entity or Business Associate is in compliance with the requirements of HIPAA and the HITECH Act.

2.8 Privacy of Individually Identifiable Health Information. To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.9 Accounting of Disclosures.

2.9.1 If applicable, Business Associate agrees, without unreasonable delay and in no event later than 30 Business Days of Business Associate's receipt of a written request from Covered Entity, to make available

the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.

2.9.2 Business Associate agrees to account for the following disclosures:

2.9.2.1 Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

2.9.2.2 Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this Section 2.11, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

2.9.3 Business Associate agrees to account for any disclosure of PHI used or maintained as an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff (**"Electronic Health Record"** or **EHR"**) in a manner consistent with 45 C.F.R. § 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity only during the three (3) years prior to the date on which the accounting is requested from Covered Entity.

2.9.4 In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011 or the date that it acquires the EHR.

2.10 ARRA. Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

2.11 U.S. Code. Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

3. Permitted Uses and Disclosures by Business Associate

3.1 General Uses and Disclosures. Business Associate agrees to receive, create, use, or disclose PHI only in a manner that is consistent with the Underlying Agreement, this BAA, the Privacy Rule, or Security Rule (as defined in Section 5) and only in connection with providing services to Covered Entity and its proper management and administration; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. § 164.504(e), if the use or disclosure would be done by Covered Entity.

3.2 Permitted Uses of PHI by Business Associate. Business Associate may use or disclose PHI to comply with Business Associate's proper management and administration.

3.3 Permitted Disclosure of PHI by Business Associate.

3.3.1 Business Associate may use or disclose PHI as Required By Law.

3.3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's Minimum Necessary policies and procedures.

3.3.3 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

3.4 Specific Other Uses and Disclosures: Business Associate is authorized to de-identify PHI in accordance with 45 C.F.R. § 164.514(a)-(c).

4. Obligations of Covered Entity

4.1 Notification. Covered Entity shall:

4.1.1 Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. § 164.520, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

4.1.2 Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.

4.1.3 Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this BAA.

4.2 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would violate applicable federal or state laws if such use or disclosure were made by Covered Entity.

5. Compliance with Security Rule

In accordance with the Security Rule, Business Associate shall employ appropriate administrative, technical and physical safeguards, consistent with the size and complexity of Business Associate's operations, to protect the confidentiality of PHI and to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this Agreement. Business Associate covenants that such safeguards shall include, without limitation, implementing written policies and procedures in compliance with HIPAA and the HITECH Act, conducting a security risk assessment, and training Business Associate employees and contractors who may have access to PHI with respect to the policies and procedures required by HIPAA and the HITECH Act.

6. Indemnification

The parties agree and acknowledge that except as set forth herein, the indemnification obligations contained under the Underlying Agreement shall govern each party's performance under this BAA.

Notwithstanding the foregoing, each party agrees to indemnify and hold harmless the other party and the other party's directors, officers, agents and employees, from and against any and all penalties, claims, actions, liability, loss, damages or expense (including court costs and reasonable attorneys' fees) arising out of the indemnifying party's act or failure to act resulting in damages relating to the unauthorized access to, or the disclosure, loss, destruction or use of PHI, or other violation of this BAA.

7. Term and Termination

7.1 Term and Termination. This BAA shall be valid during the Term and in effect as of the Effective Date, and shall terminate on the earlier of the date that:

7.1.1 Either party terminates for cause as authorized under Section 7.2.; or

7.1.2 All of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return or destroy PHI, protections are extended in accordance with Section 7.3.; or

7.1.3 The Covered Entity's account with Business Associate is being closed; or

7.1.4 The Business Associate terminates the Terms in accordance with the Underlying Agreement.

7.2 Material Breach. Where either party has knowledge of a material breach by the other party, the non-breaching party shall provide written notice to the breaching party detailing the nature of the breach and where cure is possible, the non-breaching party shall provide the breaching party with an opportunity to cure. Where said breach is not cured within thirty (30) Business Days of the breaching party's receipt of notice from the non-breaching party of said breach, the non-breaching party shall terminate the Underlying Agreement, or, at the non-breaching party's option, the portion of the Underlying Agreement affected by the breach. Where either party has knowledge of a material breach by the other party and cure is not possible, the non-breaching party shall, if feasible, terminate this Agreement and the portion(s) of the Underlying Agreement, or, at the non-breaching party's option, the portion of the Service Agreement affected by the breach.

7.3 Return or Destruction of PHI. Upon termination of this BAA for any reason, Business Associate shall, if feasible, return or destroy all PHI received from, or created or received by Business Associate for or on behalf of Covered Entity that Business Associate or any of its subcontractors and agents still maintain in any form, and Business Associate shall retain no copies of such information; or, if Covered Entity determines that such return or destruction is not feasible, extend the protections of this BAA to such information and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible, in which case Business Associate's obligations under this Section shall survive the termination of this BAA.

7.4 The obligations of Business Associate under this Section 7 shall survive the termination of this BAA.

8. NOTICE.

All notices, requests, approvals, demands and other communications required or permitted to be given under this baa shall be in writing and delivered either personally, or by certified mail with postage prepaid and return receipt requested, or by overnight courier to the party to be notified. All communications will be deemed given when received. The addresses of the parties shall be as follows; or as otherwise designated by any party through notice to the other party:

If to Covered Entity:

As set out in the Order Form.

If to Business Associate by post and by email:

Lumeon Inc.
90 Canal Street
Boston
MA02114
Attn: Legal Department

Email: notice@lumeon.com

9. MISCELLANEOUS.

9.1 The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules, and any other applicable law.

9.2 The respective rights and obligations of Business Associate under Section 6 and Section 7 of this BAA shall survive the termination of this BAA.

9.3 This BAA shall be interpreted in the following manner:

9.3.1 Any ambiguity shall be interpreted to permit compliance with any HIPPA Rules.

9.3.2 Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.

9.3.3 Any provision of this BAA that differs from those mandated by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

9.4 This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that Lumeon Inc.'s Standard Terms and Conditions and any documents referenced herein imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

9.5 This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

9.6 This BAA may be executed in two or more counterparts, each of which shall be deemed an original.

9.7 Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the same internal laws as that of the Underlying Agreement.