

LEGAL — TEMPLATE

HIPAA Business Associate Agreement

Between AdaptivMapr, Inc. (Business Associate) and Customer (Covered Entity or upstream Business Associate)

Customer-fillable template — version 2026-06-05.

Distinct from the GDPR Data Processing Addendum. Use this BAA for US HIPAA-regulated workloads. Complete the signature block on the last page, then sign and return to compliance@adaptivmapr.com.

This Business Associate Agreement ("BAA") supplements the AdaptivMapr Terms of Service (the "Underlying Agreement") between you ("Covered Entity" or, where Customer is itself a Business Associate of an upstream Covered Entity, "Upstream Business Associate") and AdaptivMapr, Inc., a Delaware corporation ("Business Associate" or "AdaptivMapr"). It governs the creation, receipt, maintenance, or transmission of Protected Health Information ("PHI") by AdaptivMapr on behalf of Covered Entity in connection with the Services. Where this BAA conflicts with the Underlying Agreement, this BAA controls with respect to PHI.

1. Definitions

Capitalized terms used but not defined in this BAA have the meanings ascribed to them by the HIPAA Rules, including 45 CFR §§ 160.103, 164.103, and 164.501.

- Breach — as defined at 45 CFR § 164.402.
- Business Associate — as defined at 45 CFR § 160.103; refers to AdaptivMapr in this BAA.
- Covered Entity — as defined at 45 CFR § 160.103; refers to Customer (or where applicable, the upstream Covered Entity Customer represents).
- Electronic Protected Health Information (ePHI) — Protected Health Information transmitted by or maintained in electronic media, per 45 CFR § 160.103.
- HIPAA Rules — the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- Protected Health Information (PHI) — as defined at 45 CFR § 160.103, limited to information AdaptivMapr creates, receives, maintains, or transmits on behalf of Covered Entity.
- Security Incident — as defined at 45 CFR § 164.304.
- Subcontractor — as defined at 45 CFR § 160.103; a person to whom AdaptivMapr delegates a function, activity, or service involving PHI.
- Unsuccessful Security Incident — pings, port scans, attempted-but-blocked logins, and similar trivially-mitigated events that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI; reported in aggregate.

2. Permitted Uses and Disclosures of PHI

AdaptivMapr may use and disclose PHI only as necessary to perform the Services described in the Underlying Agreement, and otherwise as expressly permitted or required by this BAA or by law.

- Service performance. AdaptivMapr will use PHI to authenticate API calls, run the schema-mapping cascade, validate outputs, return mapping recommendations and transformed rows to Covered Entity, meter usage, and generate audit records.
- Management and administration. AdaptivMapr may use PHI for its proper management and administration, or to carry out its legal responsibilities, provided that disclosures for these purposes are required by law or AdaptivMapr obtains reasonable assurances from the recipient that the PHI 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 AdaptivMapr of any breach of confidentiality.
- Data aggregation. AdaptivMapr may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B), where Covered Entity expressly requests such services in writing.
- De-identified data. AdaptivMapr may de-identify PHI in accordance with 45 CFR § 164.514(a)-(c); de-identified

information is not PHI and is not subject to this BAA.

Prohibited uses. AdaptivMapr will not (i) sell PHI as prohibited by 45 CFR § 164.502(a)(5)(ii); (ii) use or disclose PHI for marketing as defined at 45 CFR § 164.501 without Covered Entity's prior written authorization; (iii) use PHI to train shared/general-purpose machine-learning models that benefit other customers; or (iv) use or disclose PHI in any manner that would violate the HIPAA Rules if done by Covered Entity.

3. Obligations of the Business Associate

In accordance with 45 CFR § 164.504(e)(2)(ii) and the Security Rule at 45 CFR §§ 164.308, 164.310, 164.312, and 164.314, AdaptivMapr will:

- Not use or further disclose PHI other than as permitted or required by this BAA or as required by law.
- Use appropriate administrative, physical, and technical safeguards — and comply with Subpart C of 45 CFR Part 164 with respect to ePHI — to prevent use or disclosure of PHI other than as provided for by this BAA. A current description of AdaptivMapr safeguards is maintained at adaptivmapr.com/legal/security and is incorporated here by reference.
- Report to Covered Entity any use or disclosure of PHI not provided for by this BAA of which AdaptivMapr becomes aware, including Breaches of Unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which AdaptivMapr becomes aware. Unsuccessful Security Incidents are deemed reported by this clause and need not be reported individually.
- In accordance with 45 CFR § 164.502(e)(1)(ii) and 164.308(b)(2), enter into a written agreement with each Subcontractor that creates, receives, maintains, or transmits PHI on AdaptivMapr's behalf, requiring the Subcontractor to agree to restrictions and conditions no less stringent than those that apply to AdaptivMapr under this BAA.
- Make PHI available to Covered Entity in a Designated Record Set, to the extent AdaptivMapr maintains a Designated Record Set on Covered Entity's behalf, to enable Covered Entity to meet its access obligations under 45 CFR § 164.524, within 15 business days of a written request.
- Make PHI available for amendment, and incorporate any amendments to PHI in a Designated Record Set, in accordance with 45 CFR § 164.526, within 20 business days of a written request.
- Maintain and make available the information required to provide an accounting of disclosures, in accordance with 45 CFR § 164.528, within 30 days of a written request.
- To the extent AdaptivMapr is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of that Subpart that apply to Covered Entity in the performance of those obligations.
- Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services (HHS) for purposes of determining Covered Entity's compliance with the HIPAA Rules.

4. Breach Notification

AdaptivMapr will notify Covered Entity of any Breach of Unsecured PHI without unreasonable delay, and in no event later than 30 calendar days after Discovery (as defined at 45 CFR § 164.410(a)(2)). The notification will, to the extent then known and supplemented as further information becomes available:

- identify each individual whose Unsecured PHI has been, or is reasonably believed by AdaptivMapr to have been, accessed, acquired, used, or disclosed during the Breach;
- describe the nature of the Breach, the date of the incident, the date of Discovery, and the categories of PHI involved;
- describe the steps AdaptivMapr has taken or proposes to take to investigate, mitigate harm, and prevent recurrence;
- provide a contact for further information.

AdaptivMapr will cooperate reasonably with Covered Entity's investigation and any required notifications to individuals, HHS, the media, and state regulators. AdaptivMapr does not assume responsibility for notifications Covered Entity is required to issue under 45 CFR §§ 164.404-164.408 unless the parties agree in writing.

5. Subcontractors

Covered Entity grants general authorization for AdaptivMapr to engage Subcontractors that process PHI, subject to the conditions in Section 3. A current list of AdaptivMapr Subcontractors is maintained at <https://adaptivmapr.com/legal/subprocessors>. AdaptivMapr will notify Covered Entity at least 30 days before adding or replacing a Subcontractor that processes PHI. Covered Entity may object on reasonable HIPAA-grounded data-protection grounds; if the parties cannot resolve the objection in good faith, Covered Entity may terminate the affected portion of the Services without penalty and receive a pro-rata refund of any prepaid fees.

6. Term and Termination

This BAA takes effect on the date of last signature below and remains in force for the duration of the Underlying Agreement, plus any additional period required to return or destroy PHI under Section 7.

- Termination for cause. Either party may terminate this BAA on 30 days written notice if the other party materially breaches an obligation and fails to cure within that period.
- Immediate termination. Covered Entity may terminate the BAA and the Underlying Agreement immediately on discovery that AdaptivMapr has engaged in a pattern of activity or practice that constitutes a material breach of this BAA and that AdaptivMapr has been unable or unwilling to cure, consistent with 45 CFR § 164.504(e)(2)(iii).
- Reporting to HHS. If termination is not feasible, the non-breaching party may report the breach to the Secretary of HHS.

7. Return or Destruction of PHI on Termination

Upon termination of this BAA for any reason, AdaptivMapr will, at Covered Entity's election, return or destroy all PHI received from, or created or received by AdaptivMapr on behalf of, Covered Entity, including PHI held by Subcontractors. Return or destruction will be completed within 30 calendar days of termination. AdaptivMapr will not retain copies of PHI except as required by law.

Where return or destruction is infeasible, AdaptivMapr will (i) extend the protections of this BAA to such PHI, (ii) limit further use and disclosure to those purposes that make return or destruction infeasible, and (iii) maintain those protections for as long as AdaptivMapr retains the PHI, consistent with 45 CFR § 164.504(e)(2)(ii)(J).

8. Indemnification

Each party will indemnify, defend, and hold the other party harmless from and against direct damages (excluding consequential, indirect, incidental, special, or punitive damages) finally awarded against the indemnified party by a court of competent jurisdiction, or agreed in settlement, to the extent arising from the indemnifying party's material breach of this BAA or its violation of the HIPAA Rules. This indemnity is each party's sole and exclusive remedy for the indemnified events and is subject to the liability cap in the Underlying Agreement, except for liability that cannot be limited by law. This Section 8 is intentionally limited; it is not a "we will indemnify for everything" provision.

9. Governing Law and Forum

This BAA is governed by the laws of the State of Delaware, without regard to its conflict-of-laws principles. The state and federal courts located in Wilmington, Delaware have exclusive jurisdiction over any dispute arising out of or related to this BAA. Placeholder — Customer may negotiate an alternative governing-law and forum clause; AdaptivMapr will consider reasonable requests.

10. Miscellaneous

- Regulatory references. References to sections of the HIPAA Rules mean the section as in effect or as amended.
- Amendment. The parties will negotiate in good faith to amend this BAA from time to time as is necessary for compliance with HIPAA, HITECH, the Omnibus Rule, or successor legislation.
- No third-party beneficiaries. Nothing in this BAA confers any rights or remedies on any person other than the parties and their respective successors and permitted assigns.
- Survival. Sections 4, 6, 7, 8, and 10 survive termination of this BAA.
- Interpretation. Any ambiguity in this BAA is resolved to permit the parties to comply with the HIPAA Rules.
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Contact. Privacy and security questions: privacy@adaptivmapr.com. Breach reports inbound to AdaptivMapr: security@adaptivmapr.com.

Signature block

Complete the Covered Entity fields below, sign, and return to compliance@adaptivmapr.com. AdaptivMapr will counter-sign on the Business Associate side and return a fully-executed copy.

Covered Entity (Customer)

COVERED ENTITY LEGAL NAME

ADDRESS (STREET, CITY, STATE, ZIP)

SIGNING AUTHORITY (NAME + TITLE)

DATE (YYYY-MM-DD)

COVERED ENTITY SIGNATURE

Business Associate (AdaptivMapr, Inc.)

LEGAL NAME	AdaptivMapr, Inc.
JURISDICTION	Delaware, USA
COMPLIANCE CONTACT	compliance@adaptivmapr.com
SECURITY CONTACT	security@adaptivmapr.com

AdaptivMapr will counter-sign below on receipt. Do not complete this field.

Name / Title / Date