

BEAMREADERS
PRACTICE TERMS AND CONDITIONS

This Practice Terms and Conditions ("Agreement") constitutes a binding contract for services between the health care practice specified on the linked services request form (hereafter "Practice" or "You") and BeamReaders, Inc., a Washington corporation ("BeamReaders"), whereby BeamReaders and its contracted health care providers will perform certain professional and technical services for You as described in the Agreement.

BY CHECKING "I ACCEPT" BELOW, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE ENTITY DESIGNATED AS THE PRACTICE ON THE SERVICE REQUEST FORM, THAT YOU HAVE READ THIS AGREEMENT, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN ON BEHALF OF THE PRACTICE.

1. Scope of Services.

1.1 Dental Imaging Services. Practice hereby engages BeamReaders to provide the Technical Services described in Section 1.2 and as Practice's agent to arrange for the provision of the Consultation Services described in Section 1.3 (collectively referred to as the "Services"), and BeamReaders agrees to provide and/or arrange for the provision of the Services, in accordance with the terms and conditions set forth in this Agreement.

1.2 Technical Services. BeamReaders shall provide or arrange for the provision of the following items and services (collectively, the "Technical Services"):

- (a) A web portal enabling Practice to manage patient records, to transmit electronic documents and image volumes, and to acquire completed reports.
- (b) Short term storage of patient original image volumes submitted via the BeamReaders web portal.

1.3 Consultation Services.

- (a) Interpretive Consultations. BeamReaders shall arrange for interpretive consultations and related items and services (collectively, "Image Reports" or "Report(s)"), to be performed by one or more licensed dentist(s) with the qualifications as set forth in Section 1.3(c) below (each, a "Reader"):
 - (i) Review of the images (sometimes referred to as "studies" or "image volumes") uploaded via the web portal or sent via mail from Practice;
 - (ii) Completion of an Image Report, consisting of the Reader's written anatomical assessment, diagnostic impressions, image extracts when appropriate and/or such other information in such form as may be required under this Agreement;

- (iii) Transmittal of the Report to Practice via the web portal or by other means agreed to by Practice or as otherwise specified in this Agreement;
 - (iv) Availability for telephone consultation by the Reader with Practice to the extent required under this Agreement.
 - (b) Other Services. Upon the Practice’s request, and subject to any additional fees that may apply, BeamReaders shall arrange for the following items and services (collectively, “Other Services”), to be performed by one or more qualified professional.
 - (i) Reconstruction of image volumes (the “Portfolio”) to render specific images to address the study purpose requested by the Practice.
 - (ii) Completion of the Portfolio, consisting of various images and file formats.
 - (iii) Transmittal of the Report to Practice via the web portal or by other means agreed to by Practice or as otherwise specified in this Agreement;
 - (iv) Other related services that may be made available by BeamReaders, in its discretion, from time to time.
 - (c) Qualifications of Readers. Each Reader will have a full, unencumbered license to practice dentistry in the state or location in which the Reader is physically located at the time the Services occur. In addition, all Readers will have advanced training in oral and maxillofacial radiology, and will meet professional credentialing standards developed by BeamReaders. Notwithstanding the foregoing, Practice acknowledges and agrees that the Reports will not constitute actionable medical orders for services, exams, or medications and will only function as a second opinion or consultation regarding the image volumes.
 - (d) Professional Responsibility and Limitations. You hereby acknowledge and agree that all clinical treatment and diagnostic decisions are Your responsibility. The BeamReaders’ Services (*including all “Services” and “Other Services” as described herein*) are limited to the provision of data that may be considered by You as part of Your diagnostic and treatment process. In any event, You maintain the professional responsibility to make medical and diagnostic decisions, as well as for complying with all laws, regulations and licensing requirements applicable to Your delivery of healthcare services to patients.

2. Obligations of Practice.

2.1 Equipment, Software, and Supplies. Practice shall provide or arrange for the following items, at no cost to BeamReaders:

- (a) Computer software, compatible with BeamReaders' software, to be utilized at Practice's office;
- (b) Training of personnel utilizing computer hardware and software at Practice's office;
- (c) High-bandwidth Internet connectivity from Practice's office;

2.2 Functioning and Compatibility of Equipment and Software. Practice shall cause all of the equipment and software referenced in Section 2.1 to be fully functional and fully compatible with BeamReaders' equipment and/or software at all times from and after the Effective Date throughout the term of this Agreement, subject to reasonable periods of short duration during which maintenance, repair, upgrade, or replacement may be required.

2.3 Maintenance of Films and Patient Records. Practice shall maintain all radiographic films, image volumes, and related patient records pertaining to studies interpreted by the Readers in accordance with applicable federal and state laws and, with the exception of the terms set forth in Exhibit A, shall discharge any obligation that BeamReaders and/or the Readers may have under such laws with respect to such films, image volumes, and records, including but not limited to the preservation of confidentiality. Upon request by BeamReaders, or the Readers for reasonable business purposes, including patient treatment or in connection with a professional liability claim, Practice shall provide access to such films, image volumes, and records by the requesting party or its authorized agent, including the right to make copies thereof at the expense of the requesting party.

2.4 Additional Obligations of Practice.

- (a) Practice will provide image volumes of high enough resolution and clarity to enable BeamReaders to deliver the requested services.
- (b) In the event Practice or its agent or representative experiences difficulty in transmitting an image to the Reading Site, Practice or its agent or other representative shall notify BeamReaders of such difficulty by telephone or email immediately.
- (c) Practice shall cooperate with BeamReaders in the delivery of the services to be provided hereunder.
- (d) Practice shall be responsible for obtaining any necessary informed consents from patients relating to the provision of all dental imaging services including but not limited to the Services.
- (e) Practice acknowledges and agrees that the professional duty to the patient in providing health care services and for operating Practice lies solely with Practice.
- (f) Practice shall be responsible for any costs associated with upgrades to information technology or other infrastructure at Practice's office and any costs associated with establishing connectivity between Practice's office and BeamReaders' information technology system.

- (g) Practice shall be responsible for assuring that they meet HIPAA compliance requirements when they provide studies or image volumes to BeamReaders via the web portal or when sent via email.
- (h) Practice is responsible to both BeamReaders (for services provided by BeamReaders), and each Reader (for services provided by the Readers) for payment. BeamReaders will provide you with a combined statement for the Services including both (i) Technical Services performed by and fees owed to BeamReaders and (ii) Consulting Services provided by and fees owed to Readers. BeamReaders is acting solely as your agent in collecting and remitting amounts owed to the Readers. Ultimately, you are liable to the Readers for their fees, and BeamReaders has no liability to Readers for payment for their services, other than as an agent. Upon request, we will provide you the allocation of fees between BeamReaders and Readers. By accepting these terms, you acknowledge your obligation to pay BeamReaders for its services and your obligation to pay Readers (*which BeamReaders will collect and remit to Readers as your agent*) for their services.
- (i) If Practice receives any Services free of charge, Practice may not bill its patients for any such Services.

3. Use of De-Identified Information. BeamReaders may de-identify any and all information related to the Services in accordance with 45 C.F.R. § 164.514(b). Practice acknowledges and agrees that de-identified information is not protected health information pursuant to 45 C.F.R. § 164.514(a), and that BeamReaders may use such de-identified information for any lawful purpose including but not limited to education or research purposes.

4. Compensation.

4.1 Amount of Compensation. Practice shall pay to BeamReaders for the Services provided pursuant to this Agreement a global fee, covering the Technical Services and the Consultation Services, as set forth on the web site at the time of ordering the Services.

4.2 Payment. BeamReaders shall charge the Practice's credit card on record twice per month (once at the middle and once at the end) and send an electronic copy of a paid invoice unless other arrangements have been made.

4.3 Failure to Pay. BeamReaders shall have the right to suspend service upon failure to receive compensation. BeamReaders will advise Practice of past due amounts and attempt to resolve prior to service suspension. Practice shall pay BeamReaders late fees of 1.5% per month if payment is not received by BeamReaders within thirty (30) days after Practice's receipt of invoice.

5. Term and Termination.

5.1 Term. The initial term of this Agreement shall commence upon the Effective Date and shall continue for a term of one year unless terminated earlier as provided herein. This Agreement shall automatically renew for successive one year terms unless notification of

nonrenewal is given by either party at least ninety (90) days prior to the end of a term.

5.2 Termination For Cause.

- (a) Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party. The non-breaching party shall send the breaching party written notice describing such breach with reasonable specificity, including any steps that must be taken to cure such breach. If the breaching party fails to cure such breach to the reasonable satisfaction of the other party within thirty (30) days after receipt of such written notice, this Agreement may be terminated at the end of such 30 day period upon written notice; provided, however, that if such cure cannot be completed within such thirty (30) day period, the cure period shall be extended so long as the breaching party shall initiate such cure within such thirty (30) day period and thereafter diligently pursue it to completion, provided further, however, that such cure period shall not in any event be extended more than ninety (90) days after receipt of the notice of such breach.
- (b) Without limiting the generality of the provisions of Section 4.2(a) above, in the event that BeamReaders reasonably determines that the equipment and/or software required to be provided by Practice hereunder is not fully functional or is not fully compatible with BeamReaders' equipment and/or software, BeamReaders shall have the right to terminate this Agreement for cause, subject to the applicable notice and cure provisions set forth herein.

5.3 Termination Without Cause. After the first year of the initial term of this Agreement and during any subsequent renewal terms, either party shall have the right to terminate this Agreement without cause upon ninety (90) days written notice to the other party.

6. Insurance.

6.1 BeamReaders shall maintain or cause to be maintained professional and general liability insurance of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) annual aggregate, covering BeamReaders, and its employees including coverage for such entity's or persons' performance of duties and obligations under this Agreement. BeamReaders shall notify Practice at least thirty (30) days prior to the termination, cancellation, or lapse of any such policy.

6.2 BeamReaders shall maintain in force at its own expense cyber liability coverage (or its equivalent) with a minimum limit of not less than \$1,000,000.00 per occurrence and annual aggregate providing protection against liability arising from the loss or disclosure of PHI.

6.3 Practice shall maintain or cause to be maintained professional and general liability insurance of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) annual aggregate, covering Practice, its agents and employees, including coverage for such entity's or persons' performance of duties and obligations under this Agreement. Practice shall notify BeamReaders at least thirty (30) days prior to the

termination, cancellation, or lapse of any such policy.

6.4 If the professional liability insurance procured by either party is on a “claims made” rather than “occurrence” basis, upon termination of this Agreement, a party with “claims made” coverage shall either obtain extended reporting malpractice insurance coverage (“tail coverage”) in a form and with liability limits not less than those most recently in effect prior to the date of termination, or enter such other mutually agreeable arrangements as shall reasonably assure the other party of the maintenance of coverage applicable to claims arising during the period in which the Agreement was in effect and for a period of not less than seven (7) years after the date of termination.

7. Indemnification.

It is the intention of each party shall be responsible only for its own acts and omissions, and not for the acts and omissions of the other Party. Each Party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other Party (the “Indemnified Party”) and the Indemnified Party’s affiliates, members, directors, officers, agents, students and employees from and against any and all third party, legal demands, causes of action, expenses (including court costs and reasonable attorneys’ fees), judgments or other losses (“Losses”), which may be asserted against or incurred by the Indemnified Party, arising out of, incident to or in any manner resulting from the performance or nonperformance of any duty or responsibility under this Agreement by such Indemnifying Party, or any of its employees, agents, students, contractors, or subcontractors. The indemnification obligation stated in this Section 7 shall survive the termination or expiration of this Agreement.

8. Compliance.

8.1 The parties specifically recognize that each has an obligation to comply with the requirements of all third-party payors including, but not limited to, the Medicare and Medicaid programs to the extent that services are billed to those third-party payors under this Agreement. Each party agrees to cooperate with the other in good faith to ensure that the requirements are met. The parties each acknowledge that they have not entered into this Agreement with any intent to violate such laws. Further, the parties do not believe this Agreement violates any such laws.

8.2 Neither BeamReaders nor Practice shall engage in any activity prohibited by Medicare anti-kickback, the self-referral or anti-rebate laws, or any other federal, state or local law or regulation, as those regulations now exist or as subsequently amended, renumbered or revised.

8.3 In the event either party to this Agreement, in consultation with counsel, develops a good faith concern that any provision of this Agreement or any activity of any other party is in violation of any applicable federal, state, or local laws or any regulation, order, or policy issued under any such laws, such party will immediately notify the other, in writing, of such concern and the specific activities giving rise to such concern and the reasons therefore. The parties will meet as soon as practicable to agree on a method for resolving such concern. If, despite best efforts and good faith, the parties are unable to reach agreement to resolve such concern within sixty (60) days of receipt of the notice, this Agreement shall be terminated.

9. Usage and Ownership of BeamReaders’ Technology.

9.1 Except for the right to access the web portal for purposes of obtaining access to the Services as described herein, this Agreement does not confer on Practice a right in, or ownership of or interest in BeamReaders intellectual property which includes the web portal and any related software applications or other technology that may be related to the business processes or technical services provided by BeamReaders as part of this Agreement (hereafter the “BeamReaders’ Technology”). Practice agrees that the BeamReaders’ Technology and all related parts of it, and all right, title and interest in any aspect of it and all edits, improvements, additions, modifications, and derivative works prepared from or relating to it, are and will remain the exclusive property of BeamReaders. Practice may not translate, reverse engineer, reverse compile or decompile, disassemble, or otherwise attempt to discover the source code of the Beam Readers’ Technology.

9.2 When using the Services, You agree not to: (a) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (b) use racially, ethnically, or otherwise offensive language; (c) discuss or incite illegal activity; (d) use abusive, threatening, violent, explicit or obscene language or solicit/post sexually explicit images (actual or simulated); (e) post or transmit any content or communications that exploit children or minors or that depicts cruelty to animals; (f) post or transmit any copyrighted or trademarked materials, or materials that constitute trade secrets, or are subject to patents or other intellectual property rights, without the express permission from the owner; (g) disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation; (h) use any robot, spider, scraper or other automated means to access the Services; or (i) take any action that imposes an unreasonable or disproportionately large load on our infrastructure or the infrastructure of our third party service providers. This list of prohibitions provides examples and is not complete or exclusive.

9.3 BeamReaders may report to law enforcement authorities, and its suppliers, any actions that may be illegal or otherwise in breach of the terms of this Agreement, and any reports it receives of such conduct. When legally required or at BeamReaders’ discretion, BeamReaders will cooperate with law enforcement agencies and its suppliers in any investigation of alleged illegal activity involving the Services.

10. HIPAA Compliance.

The parties acknowledge and agree that Practice is a “covered entity” and BeamReaders is a “business associate” as such term are defined within the Privacy and Security Standards within the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Practice will comply with all aspects of HIPAA as a covered entity, and BeamReaders will comply with the patient confidentiality terms set forth on the attached Exhibit A, which shall constitute a business associate agreement under HIPAA. BeamReaders is not responsible for Practice’s decisions to share patient records, including protected health information, with third party health care providers via the case sharing services that may be offered by BeamReaders. Practice retains full responsibility for any decisions to share patient information with such third party providers, and is responsible to ensure that any disclosure of patient information is made consistent with HIPAA requirements.

11. Limitation of Liability. In no event will either party be liable or responsible to the other for any type of incidental, punitive, indirect or consequential damages including, but not limited to, lost revenue, lost profits, loss of data, or civil or criminal penalties, even if advised of the

possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability, or otherwise. Notwithstanding anything in this Agreement to the contrary, BeamReaders' aggregate liability to Practice, regardless of theory of liability, shall be limited to \$500,000.

12. Disclaimer of Warranties.

12.1 BeamReaders hereby disclaims any liability for any errors or omissions in the Services, any medical record or other information, whether provided by BeamReaders, a patient, or third party.

12.2 BEAMREADERS HEREBY DISCLAIMS AND MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SERVICES RELATING TO QUALITY. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ANY OTHER INFORMATION CONTAINED OR PRESENTED THROUGH THE SERVICES IS PROVIDED TO PRACTICE ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR SECURITY. BEAMREADERS DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON PRACTICE'S COMPUTER OR MOBILE DEVICE OR THAT MAY DAMAGE PRACTICE'S COMPUTER, MOBILE DEVICE OR DATA.

13. Feedback.

If you provide any comments, questions, advice, ideas, recommendations, suggestions, proposals or related information to BeamReaders by any means, concerning the Services (collectively, "Feedback"), you hereby grant BeamReaders a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, transferable, sublicensable license to use, copy, modify, create derivative works of, publicly display, publicly perform, distribute and otherwise exploit, without any attribution or compensation to you, any and all Feedback in connection with the Services and/or any of BeamReaders' other products or services; however, you have no right to compel any such use.

14. General Provisions.

14.1 Amendment of Agreement. This Agreement may be amended or modified only by a written agreement signed by the parties or their duly authorized representatives.

14.2 Integrated Agreement. This Agreement constitutes the entire Agreement between the parties hereto, and there are no agreements, understandings, restrictions, warranties or representations, whether written or oral, between the parties concerning the subject matter of this Agreement other than as set forth herein.

14.3 Assignment. This Agreement may not be assigned or transferred by Practice without the prior written consent of BeamReaders. BeamReaders may assign this Agreement to a parent, affiliate, or successor entity without the prior written consent of Practice.

14.4 Governing Law. The Agreement shall be deemed to have been made in Washington, and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the state of Washington, notwithstanding any conflicts of law doctrine to the contrary. Venue for any actions, claims, or proceedings asserted in connection with this Agreement shall be Benton County, Washington.

14.5 Waiver. A waiver shall only be effective if in writing. The waiver by any of the parties of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

14.6 Attorneys' Fees. In any suit or action between the parties relating to or arising from this Agreement, the prevailing party shall be entitled to receive reasonable attorneys' fees, costs, and other expenses in addition to other relief which may be awarded including costs and attorneys' fees incurred on appeal and in any bankruptcy proceeding.

14.7 No Third Party Benefit. All rights and obligations arising out of this Agreement shall inure to the benefit of the parties to this Agreement. This Agreement shall not inure to the benefit of any third party.

14.8 Severability. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

EXHIBIT A

HIPAA Compliance Terms

1. Purpose. The purpose of this exhibit is to set forth the terms and conditions of disclosure of protected health information (as defined below and within the HIPAA Regulations) by Practice to BeamReaders. It is the intent of BeamReaders and Practice that this exhibit will meet the business associate agreement requirements as set forth at 45 CFR § 164.504(e) of the privacy regulations and 45 CFR § 164.314(a) of the security regulations promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (collectively the "HIPAA Regulations").

2. Use and Disclosure Of PHI.

2.1 Definitions. For purposes of this exhibit, the term “protected health information” (PHI) means Individually Identifiable Health Information transmitted or maintained in any form or medium. “Individually Identifiable Health Information” is information, including demographic information, that: (a) relates to (i) the past, present, or future physical or mental health or condition of an individual person, (ii) the provision of health care to an individual person, or (iii) the past, present, or future payment for the provision of health care to an individual person; and (b) identifies that person (or with respect to which there is a reasonable basis to believe the information can be used to identify the person). "Electronic Protected Health Information" (EPHI) means the subset of PHI that is transmitted or maintained by electronic media. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations of an information system. Terms used by but not otherwise defined in this exhibit shall have the same meaning as those in 45 CFR Parts 160, 162, and 164.

2.2 Security and Confidentiality. If Practice discloses any PHI to BeamReaders, or if BeamReaders creates or receives any PHI on behalf of Practice, BeamReaders will maintain the security and confidentiality of such PHI in BeamReaders' possession as is required by the HIPAA Regulations.

2.3 Use and Disclosure. BeamReaders may not use or disclose PHI except as permitted by this exhibit or other parts of the attached Agreement, or as required by law.

2.4 Disclosure Procedure. Unless such disclosure is required by law, BeamReaders may not disclose PHI unless: (a) BeamReaders obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (b) the person notifies BeamReaders of any instances of which the person is aware of breaches of confidentiality of the PHI.

3. Data Aggregation. BeamReaders may use patient information for certain data aggregation services relating to Practice's health care operations. “Data Aggregation” means, with respect to PHI disclosed to BeamReaders, combining such PHI with PHI received by BeamReaders in its capacity as a business associate of another entity covered by the HIPAA regulations to permit data analyses that relate to the health care operations of the respective

covered entities. In addition, BeamReaders may use de-identified patient information for its own operations purposes, and otherwise as permitted by law.

4. Other Obligations.

4.1 Safeguards. BeamReaders will use appropriate safeguards to prevent use or disclosure of PHI otherwise than as permitted by this exhibit. Where applicable, BeamReaders will comply with 45 C.F.R. § 164, Subpart C, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that BeamReaders creates, receives, maintains, or transmits on behalf of Practice.

4.2 Reports. BeamReaders will report to Practice any use or disclosure of PHI by BeamReaders not provided for by this exhibit of which BeamReaders becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410. In addition, BeamReaders shall report to Practice any Security Incident of which BeamReaders becomes aware in a reasonable time and manner considering the nature of the Security Incident and the information to be reported. The parties acknowledge and agree that this section constitutes notice by BeamReaders of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Practice shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on BeamReader's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

4.3 Subcontractors. BeamReaders will ensure that any subcontractors that create, maintain, or transmit PHI on behalf of BeamReaders agrees to the same restrictions and conditions that apply to BeamReaders with respect to such PHI.

4.4 Availability. BeamReaders shall make PHI in its possession available to the individual who is the subject of the PHI as required by the HIPAA Regulations.

4.5 Amendment. BeamReaders shall make available PHI in its possession for amendment of the PHI by the person identified in the PHI and incorporate any such amendments in accordance with the HIPAA Regulations.

4.6 Access. If BeamReaders has PHI in a designated record set, BeamReaders will provide Practice, upon Practice's reasonable request, access for inspection of BeamReaders' books, records, policies, practices, and procedures concerning the use and disclosure of PHI for purposes of assisting Practice with its obligations for record keeping and compliance with complaint investigations and compliance reviews as required by the HIPAA Regulations.

4.7 Mitigation. BeamReaders agrees to mitigate, to the extent practicable, any harmful effect that is known to BeamReaders of a use of PHI by BeamReaders in violation of the terms of this Exhibit A.

4.8 Practice's Obligations. To the extent that BeamReaders carries out Practice's obligations under the HIPAA Regulations, BeamReaders shall comply with the requirements of the HIPAA Regulations that apply to the Practice in the performance of such obligations.

5. Accounting Of Disclosures. Although BeamReaders does not anticipate making disclosures other than for the purposes of this Agreement, BeamReaders will maintain a record

of all disclosures of PHI made otherwise than for the purposes of this Agreement, including the date of the disclosure, the name and address (if known) of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure as necessary to permit Practice to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR § 164.528. BeamReaders will make such record available to Practice on request.

6. Disclosure to U.S. Department of Health and Human Services. BeamReaders will make its internal practices, books, and records relating to the use and disclosure of PHI received from Practice (or created or received by BeamReaders on behalf of Practice) available to the Secretary of the United States Department of Health and Human Services, for purposes of determining BeamReaders' and Practice's compliance with the HIPAA Regulations.

7. Termination. In the event of a material breach of these HIPAA Compliance Terms by BeamReaders, Practice shall provide BeamReaders notice and not less than thirty (30) days opportunity to cure. Practice may terminate this Agreement if BeamReaders does not cure the breach within this thirty (30) day period.

8. Procedure Upon Termination. Upon termination of this Agreement, BeamReaders will, if feasible, return or destroy all PHI that BeamReaders maintains in any form, and will retain no copies of such PHI or, if the return or destruction is not feasible, BeamReaders will continue to extend the protections of this exhibit to such PHI, and limit further use of the PHI to those purposes that make the return or destruction of the PHI infeasible.

9. No Third Party Beneficiaries. There are no third party beneficiaries to the agreement or this exhibit.

10. Business Associate Status. Nothing contained in the agreement or this exhibit causes BeamReaders to be a "covered entity" as defined in the HIPAA Regulations or otherwise requires BeamReaders to comply with the HIPAA Regulations as a covered entity.

11. Independent Contractor. BeamReaders and Practice expressly acknowledge and agree that BeamReaders is an independent contractor and shall not for any purpose be deemed to be an employee, servant, partner, or joint venture of Practice.