BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between The Vanderbilt University ("Covered Entity") and Box, Inc., a Delaware corporation ("Business Associate"). This Agreement is effective as of August 15, 2014 ("Effective Date").

RECITALS

A. Covered Entity is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Covered Entity must comply with the Administrative Simplification Provisions of HIPAA, including the Privacy Rule and Security Rule (as defined in Article 1 of this Agreement), and with the applicable provisions of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH").

B. Covered Entity has engaged Business Associate to furnish certain services to Covered Entity pursuant to the Services Agreement, as defined below.

C. Business Associate is a business associate under HIPAA. Business Associate must comply with the provisions of the Privacy Rule and Security Rule made applicable to business associates pursuant to HITECH and with all other applicable provisions of HITECH.

D. Covered Entity is not permitted to allow Business Associate to create, receive, maintain, or transmit Protected Health Information on behalf of Covered Entity without satisfactory assurances that Business Associate will appropriately safeguard the information. Therefore, Covered Entity will only disclose Protected Health Information to Business Associate or allow Business Associate to create or receive Protected Health Information on behalf of Covered Entity in accordance with the requirements of HIPAA, HITECH, applicable state law, and the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises below and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Terms used and not otherwise defined in this Agreement that are specifically defined in HIPAA shall have the same meaning as set forth in HIPAA. A change to HIPAA which modifies any defined HIPAA term, or which alters the regulatory citation for the definition shall be deemed incorporated into this Agreement.

1.1 "Breach" means the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed
would not reasonably have been able to retain such information. The term “breach” does not include the exceptions described in 42 U.S.C. § 17921(1)(B).

1.2 “Business Associate” means the Business Associate, as indicated above. Where the term "business associate" appears without an initial capital letter, it has the meaning given to such term under HIPAA, including, but not limited to, 45 C.F.R § 160.103.

1.3 “Covered Entity” means the Covered Entity, as indicated above. Where the term “covered entity” appears without an initial capital letter, it has the meaning given to such term under HIPAA, including, but not limited to, 45 C.F.R § 160.103.

1.4 “Data Aggregation” has the meaning given to the term under the Privacy Rule, including, but not limited to, 45 CFR § 164.501.

1.5 “Designated Record Set” has the meaning given to the term under the Privacy Rule, including, but not limited to, 45 CFR §164.501.

1.6 “Electronic Protected Health Information” and/or “E PHI” has the same meaning as the term “electronic protected health information” in 45 CFR § 160.103, and includes, without limitation, any EPHI provided by Covered Entity or created, maintained, received or transmitted by Business Associate on behalf of Covered Entity.


1.8 “HITECH” means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 and related regulations.

1.9 “Individual” has the meaning given to the term under the Privacy Rule, including, but not limited to, 45 C.F.R § 160.103. It also includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.10 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information codified at 45 C.F.R. §§ 160 and 164 (Subpart E) and any other applicable provision of HIPAA and any amendments to HIPAA, including HITECH.

1.11 “Protected Health Information” and/or “PHI” has the meaning given to the term under the Privacy Rule, including but not limited to, 45 CFR § 164.103, and includes, without limitation, any PHI provided by Covered Entity or created, maintained, received or transmitted by Business Associate on behalf of Covered Entity. Unless otherwise stated in this Agreement, any provision, restriction, or obligation in this
Agreement related to the use of PHI shall apply equally to EPHI. The term PHI is also deemed, solely for the purposes of this Agreement, to encompass various definitions of personal health information, medical information, and so forth under applicable state laws.

1.12 “Required By Law” has the meaning given to the term under the Privacy Rule, including but not limited to, 45 CFR § 164.103, and any additional requirements created under HITECH. References to “applicable state law” are intended to capture state laws, as further described in Section 3.1 below.

1.13 “Secretary” means the Secretary of the Department of Health and Human Services or his/her designee.

1.14 “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 CFR § 164.304.

1.15 “Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information codified at 45 C.F.R. §§ 160 and 164 (Subpart C) and any other applicable provision of HIPAA and any amendments to HIPAA, including HITECH.

1.16 “Services Agreement” means the underlying agreement(s) that outline the terms of the services that Business Associate agrees to provide to Covered Entity and that fall within the functions, activities or services described in the definition of “Business Associate” at 45 CFR § 160.103.

1.17 “Unauthorized Use or Disclosure” means access to, or use or disclosure of PHI that is not permitted under any applicable law that protects such information.

1.18 “Unsecured PHI” shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary from time to time.

2. BUSINESS ASSOCIATE OBLIGATIONS

2.1 Business Associate agrees that it will only access, use, or disclose PHI in accordance with the terms of this Agreement or as is Required By Law. Business Associate acknowledges that it may only access, use, or disclose PHI obtained or created pursuant to a Services Agreement with Covered Entity if the access, use, or disclosure is in compliance with each applicable requirement of the Privacy Rule found in 45 C.F.R. § 164.504(e) and applicable state requirements, whichever are most protective of the PHI.

2.2 Business Associate will not access, use, or disclose PHI except for the purpose of performing Business Associate's obligations to Covered Entity as described in
the Services Agreement, consistent with the requirements of HIPAA and this Agreement, and for other uses and disclosures permitted under this Agreement.

2.3 Business Associate will not access, use, or disclose PHI in any manner that constitutes a violation of the Privacy Rule. So long as such access, use, or disclosure does not violate the Privacy Rule or this Agreement, Business Associate may access, use, or disclose PHI: (a) as is necessary for the proper management and administration of Business Associate's organization, or (b) to carry out the legal responsibilities of Business Associate, as provided in 45 C.F.R. § 164.504(e)(4). Business Associate may only disclose PHI for these purposes, in accordance with the provisions of 45 C.F.R. § 164.504(e)(4)(ii), if either (i) the disclosure is Required By Law, or (ii) Business Associate obtains reasonable assurances in writing from the person to whom Business Associate discloses the PHI that the PHI will be held confidentially and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. If expressly permitted by Covered Entity, Business Associate may use PHI to provide Data Aggregation services relating to the health care operations of Covered Entity, as provided in 45 C.F.R. § 164.504(e)(2)(i)(B).

2.4 Business Associate will only access, use, or disclose the minimum amount of PHI necessary for Business Associate to perform the services for which it has been retained by Covered Entity. Business Associate agrees to comply with the Secretary's guidance on what constitutes minimum necessary.

2.5 Business Associate will develop, implement, maintain, and use appropriate safeguards to prevent any access, use, or disclosure of the PHI other than as provided by this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI. Business Associate acknowledges that the Security Rule provisions regarding administrative safeguards, physical safeguards, technical safeguards, and policies and procedures and documentation requirements found in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 apply to Business Associate in the same manner as to Covered Entity.

2.6 Business Associate will secure all PHI using a technology or methodology specified by the Secretary pursuant to 42 U.S.C. § 17932(h) that renders such information unusable, unreadable, or indecipherable to unauthorized individuals.

2.7 Prior to making any permitted disclosures, Business Associate will ensure that any agents, including subcontractors, to whom it provides PHI agree in writing to be bound by the same privacy and security restrictions and conditions that apply to Business Associate under this Agreement, including but not limited to those conditions relating to termination of the contract for improper disclosure. Further, Business Associate shall implement and maintain sanctions against agents and subcontractors, if any, that violate such restrictions and conditions. Business Associate shall terminate any agreement
concerning PHI with an agent or subcontractor, if any, who fails to abide by such restrictions and obligations.

2.8 Business Associate will report, in writing, to Covered Entity any of the following: (i) access, use, or disclosure of PHI that is not authorized by this Agreement; (ii) Security Incidents of which it becomes aware that it, its employees, or its agents or subcontractors experience involving or potentially involving Covered Entity EPHI; and (iii) Breach of Covered Entity Unsecured PHI; and (iv) other Unauthorized Use or Disclosure of individually identifiable information. The written notice shall be provided to Covered Entity in accordance with Sec. 2.10 herein and all applicable legal requirements.

2.9 Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or other individually identifiable information by Business Associate or its agents or subcontractors, if any, in violation of the Privacy, Security, or Breach Rules, applicable state requirements, or the requirements of this Agreement.

2.10 For any report pursuant to Sec. 2.8, Business Associate will provide written notification to Covered Entity within seventy-two (72) hours of discovery (with discovery defined in accordance with the Breach Rule). To the extent possible, this notice will include the identification of each individual whose Unsecured PHI or other individually identifiable information has been or is reasonably believed to have been accessed, acquired, disclosed, or used during the circumstances described in 2.8(i)-(iii). Business Associate will implement a reasonable system for discovery of Breaches and other circumstances described in 2.8(i)-(iii). Business Associate will also provide any other available information at the time of notification or promptly thereafter as information becomes available. Such additional information shall include (i) a description of what happened, including the date of the breach; (ii) a description of the types of unsecured information that were involved in the breach; (iii) the originals, or if not applicable, complete copies, of all documents containing exposed information and any related correspondence that come into the Business Associate’s possession; (iv) any steps the Business Associate believes individuals should take to protect themselves from potential harm resulting from the breach; and (v) a brief description of what the Business Associate is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches. Business Associate will fully cooperate with Covered Entity’s investigation, mitigation and breach notification efforts to enable Covered Entity to fulfill its obligations under HITECH at 42 U.S.C. § 17932 and its implementing regulations or applicable state law. Subject to the indemnification provisions herein, Business Associate will be responsible for all verifiable costs reasonably incurred by Covered Entity for mitigation and breach notification that result from an Unauthorized Use or Disclosure or other unauthorized access under this Agreement, a Security Incident, or a Breach of Unsecured PHI that is accessed, used, disclosed, or otherwise caused by Business Associate or its agents or subcontractors, including but not limited to any costs of identity theft protection services, or of credit monitoring services in the event the Breached PHI or other identifiable information includes financial identifiers that could
reasonably lead to financial identity theft. Notwithstanding the above, if Covered Entity requests, Business Associate will, at its own expense, undertake breach notification to individuals on behalf of Covered Entity as set forth in U.S.C. 17932, subject to the indemnification provisions herein.

2.11 Business Associate will notify Covered Entity in writing of any legal action against Business Associate arising from an alleged HIPAA violation. Business Associate shall take (i) prompt action to correct any deficiencies and (ii) any action pertaining to such violation required by applicable federal and state laws and regulations. Business Associate will provide the written notice to Covered Entity within five (5) business days of becoming aware of the violation or legal action.

2.12 In the event that Business Associate or its agents or subcontractors, if any, maintain PHI in a Designated Record Set, Business Associate or its agents or subcontractors will make PHI in such Designated Record Set available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524.

2.13 In the event that Business Associate or its agents or subcontractors, if any, maintain PHI in a Designated Record Set, Business Associate or its agents or subcontractors will within ten (10) days of receipt of a request from Covered Entity for an amendment of PHI contained in a Designated Record Set, make such PHI available to Covered Entity for amendment and shall incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526. If an Individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, if any, Business Associate must notify Covered Entity in writing within five (5) days of receipt of the request. Any denial of amendment of PHI maintained by Business Associate or its agents or subcontractors, if any, shall be the responsibility of Covered Entity. In the event that Covered Entity is unable to amend the PHI itself, upon the instruction of Covered Entity, Business Associate, if such action is in its control, shall appropriately amend the PHI maintained by it, or any agents or subcontractors with reasonable assistance from Covered Entity.

2.14 Business Associate and its agents and subcontractors, if any, will document such disclosures of PHI by Business Associate and its agents and subcontractors and information related to such disclosures as would be required for Covered Entity to comply with a request from an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 for a period of six (6) years prior to the date on which an accounting is requested. Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of PHI, Business Associate and its agents and subcontractors, if any, shall make available to Covered Entity the information regarding disclosures by Business Associate and its agents and subcontractors required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528. If a request for an accounting is made directly to Business Associate or its
agents or subcontractors, Business Associate will notify Covered Entity of the request within five (5) days of having received the request. Notwithstanding Section 4.5, Business Associate and any agents or subcontractors shall continue to maintain the information required for purposes of complying with this Section 2.14 for a period of six (6) years after termination of the Agreement.

2.15 Business Associate will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Covered Entity’s compliance with the Privacy Rule. Business Associate will notify Covered Entity regarding any PHI that Business Associate provides to the Secretary concurrently with providing the requested PHI to the Secretary. Upon request by Covered Entity, Business Associate will provide Covered Entity with a duplicate copy of the requested PHI.

2.16 Within ten (10) business days of a written request by Covered Entity, Business Associate and its agents or subcontractors, if any, shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement, HIPAA, and HITECH; provided, however, that (i) Business Associate and Covered Entity will mutually agree in advance upon the scope, location and timing of such an inspection; and (ii) Covered Entity will protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection. Such inspection shall be available to Covered Entity no more frequently than annually unless Covered Entity articulates a concern that forms the basis for the request.

2.17 The additional requirements of Title XIII of HITECH that relate to privacy and security and that are made applicable with respect to covered entities are also applicable to Business Associate and by this reference these requirements are hereby incorporated into this Agreement.

2.18 Business Associate agrees that Business Associate does not and will not have any ownership rights in any of the PHI.

3. COVERED ENTITY OBLIGATIONS

3.1 Business Associate is responsible for identifying and complying with “applicable state laws.” Covered Entity shall be reasonably available via phone and email to provide input to Business Associate regarding such applicable state laws.

4. TERMINATION

4.1 The term of this Agreement shall be effective as of the Effective Date of this Agreement and continue until terminated by Covered Entity or any underlying Services Agreement expires or is terminated. Any provision related to the use, disclosure,
access, or protection of EPHI or PHI or that by its terms should survive termination of this Agreement shall survive termination.

4.2 (a) As provided for under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related agreement if it determines that the Business Associate has breached a material term of this Agreement. Alternatively, Covered Entity may choose to provide Business Associate with written notice of the material breach and terminate this Agreement and any related agreement if Business Associate has not cured the breach within seven (7) days of receiving written notice from Covered Entity or other period or extension that the parties may agree to in writing at the time.

(b) If Covered Entity has knowledge of a pattern of activity or practice by Business Associate that constitutes a material breach of this Agreement or violation of Business Associate’s obligations under this Agreement, Covered Entity must take reasonable steps to cure the breach or end the relevant activity or practice of the Business Associate constituting the violation. Covered Entity must terminate this Agreement if Business Associate does not cure the relevant activity or practice within a period of seven (7) days.

4.3 Covered Entity may terminate this Agreement effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, HITECH, or other security or privacy laws or (ii) there is a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, HITECH, or other security or privacy laws in any administrative or civil proceeding or resolution agreement in which Business Associate is involved.

4.5 (a) Upon termination of this Agreement for any reason, Business Associate shall return or, at Covered Entity’s request, destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. If Business Associate destroys the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed. This provision applies to PHI that is in the possession of agents or subcontractors of Business Associate. Business Associate will retain no copies of the PHI.

(b) If Business Associate determines that returning or destroying the PHI is not feasible, Business Associate will provide Covered Entity written notification explaining why conditions make the return or destruction of the PHI not feasible. If Covered Entity agrees that the return or destruction of PHI is not feasible, Business Associate will retain the PHI, subject to all of the protections of this Agreement, and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible for so long as Business Associate maintains the PHI.

(c) If Business Associate determines that it is infeasible to obtain from an agent or subcontractor any PHI in the possession of the agent or subcontractor or for the
agent or subcontractor to destroy the PHI, Business Associate will provide Covered Entity written notification explaining why conditions make the return or destruction of the PHI not feasible. If Covered Entity agrees that the return or destruction of PHI is not feasible, Business Associate will require the agent or subcontractor to extend the protections of this Agreement to the PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible for so long as the agent or subcontractor maintains the PHI.

4.6 If this Agreement is terminated for any reason, Covered Entity also may terminate the Services Agreement between the parties. This provision shall supersede any termination provision to the contrary which may be set forth in the Services Agreement.

5. MISCELLANEOUS

5.1 A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

5.2 Business Associate expressly acknowledges and agrees that the breach, or threatened breach, by Business Associate of any provision of this Agreement may cause Covered Entity to be irreparably harmed and that Covered Entity may not have an adequate remedy at law. Therefore, Business Associate agrees that upon such breach, or threatened breach, Covered Entity will be entitled to seek injunctive relief to prevent Business Associate from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to Covered Entity at law or in equity. Except for Business Associate’s “Notice Indemnification” obligations in Section 5.3, Business Associate’s liability to Covered Entity under this Agreement shall be limited to the figures immediately below and shall exclude any and all indirect, special, consequential or other damages that are not direct damages. Governmental fines or penalties are considered “direct damages” for purposes of this Agreement.

<table>
<thead>
<tr>
<th>Annual Contracted Fees Payable to Box</th>
<th>Total Annual Liability Cap per Institution</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;$150,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>&gt;$150,000 but &lt;$550,000</td>
<td>$2,000,000</td>
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<td>&gt;$550,000</td>
<td>$3,500,000</td>
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5.3 Business Associate shall, to the extent of Business Associate’s fault, indemnify, hold harmless and defend Covered Entity and its employees, officers, directors, agents, and contractors from and against any and all third party claims, losses, liabilities, costs, attorneys’ fees, and other expenses incurred as a result of or arising directly or indirectly out of or in connection with a Breach of Unsecured PHI caused by Business Associate or its subcontractor(s). Subject to the additional indemnification below, such indemnification shall be capped as provided above in Section 5.2 above. In addition to the indemnification obligation described above, Business Associate shall
indemnify Covered Entity from and against any verifiable costs reasonably incurred associated with the provision of a legally required notice to individuals whose PHI has been involved in a Breach. Such costs shall include any supplemental expenses such as payment for credit monitoring or similar services. This “Notice Indemnification” is not subject to any cap.

5.4 Business Associate is authorized to select and engage subcontractors at its discretion provided that Business Associate fulfills the subcontractor business associate requirements of the revised regulations and demonstrates its compliance with such regulations upon the request of Covered Entity per the audit provisions (elsewhere herein). However, Business Associate may not engage subcontractors in contravention of Sections 8.2 (“Data Privacy”) or 8.3 (Data Security’) of the Enterprise Customer Agreement. Moreover, Business Associate shall not enable access by a subcontractor to Covered Entity’s Unsecured PHI without the prior written consent of Covered Entity except in emergency situations, in which case Business Associate will promptly notify Covered Entity of such access and the reasons therefor.

5.5 Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, or their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5.6 The parties are independent contractors and nothing in this Agreement shall be deemed to make them partners or joint venturers.

5.7 If any modification to this Agreement is Required By Law or required by HITECH or any other federal or state law affecting this Agreement, or if Covered Entity reasonably concludes that an amendment to this Agreement is needed because of a change in federal or state law or changing industry standards, Covered Entity shall notify Business Associate of such proposed modification(s) (“Legally Required Modifications”). Such Legally Required Modifications shall be deemed accepted by Business Associate and this Agreement so amended, if Business Associate does not, within thirty (30) calendar days following the date of the notice (or within such other time period as may be mandated by applicable state or federal law), deliver to Covered Entity its written rejection of such Legally Required Modifications. Upon receipt of Business Associate’s written rejection, Covered Entity and Business Associate agree to negotiate in good faith to amend this Agreement to permit them to continue their contractual relationship in compliance with such Legally Required Modifications. However, if Business Associate and Covered Entity are not able to reach agreement on the amendment(s) to this Agreement, either may terminate this Agreement and any Services Agreement by giving written notice ninety (90) days prior to the termination date specified in such notice.

5.8 Business Associate will comply with all appropriate federal and state security and privacy laws, to the extent that such laws apply to Business Associate or are more protective of Individual privacy than are the HIPAA laws.
5.9 All notices which are required or permitted to be given pursuant to this Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by electronic facsimile (with a confirmation by registered or certified mail placed in the mail no later than the following day), or by registered or certified mail, postage prepaid, addressed to a party as indicated below:

If to Business Associate:

Box, Inc.
220 Portage Ave.
Palo Alto, California 94306 U.S.A.
Attn: Box Global Legal Operations

With copy to:

Box, Inc.
220 Portage Ave.
Palo Alto, California 94306 U.S.A.
Attn: Controller

If to Covered Entity:

Vanderbilt University Medical Center
Privacy Office
4560 Trousdale Drive
Nashville, TN 37204-4538
ATTN: Privacy official

With copy to:

Vanderbilt University
PMB 407000
Nashville, TN 37205
Attn: Mark Johnson
Phone: (615) 875-1196
Email: mark.a.johnson@vanderbilt.edu

Notice shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or transmitted by electronic facsimile and, as to communications made by United States mail, on the third (3rd) day after mailing. The above addresses may be changed by giving notice of such change in the manner provided above for giving notice.

5.10 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall continue in full force and effect.

5.11 This Agreement contains the entire understanding between the parties hereto and shall supersede any other oral or written agreements, discussions and understandings of every kind and nature, including any provision in any Services Agreement. No modification, addition to, or waiver of any right, obligation or default shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. No delay or failure of either party to exercise any right or remedy available hereunder, at law or in equity, shall act as a waiver of such right or remedy, and any waiver shall not waive any subsequent right, obligation, or default.

5.12 This Agreement shall be governed by the laws of the state in which Covered Entity resides without respect to its conflict of law principles.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the dates set forth below.

**BUSINESS ASSOCIATE**

By: [Signature]

Name: Chris Penner

Title: VP Channel Sales

Date: September 9, 2014

**COVERED ENTITY**

By: [Signature]

Name: Gaye Smith

Title: Privacy Officer

Date: Sept. 9, 2014