



**SpaceTRAX<sup>®</sup> Inventory Management System  
Terms and Conditions**

Effective: May 1, 2023

Seller's ("Licensor") SpaceTRAX Inventory Management System is a cloud-based inventory management system that allows users to track inventory and usage of clinical supplies as described in the Documentation.

The following terms and conditions apply if Client ("Licensee") purchases SpaceTRAX Inventory Management System Hardware or a subscription to Cloud Services. Unless specified otherwise within these terms and conditions, all capitalized terms used in these terms and conditions shall have the same meaning as they do in the Agreement.

1. Cloud Services. Clients access to and use of the SpaceTRAX Inventory Management System (the "SpaceTRAX Services") shall be governed by the terms of (a) the End User License Agreement posted at [www.securitashealthcare.com/eula](http://www.securitashealthcare.com/eula) (the "EULA"), and shall constitute "Cloud Services" for purposes thereof, or (b) if Client has a separate written agreement with Seller expressly governing Client's access to and use of the SpaceTRAX Services, then the terms of such written agreement.
2. Subscription Term. Notwithstanding anything to the contrary in the Agreement, Client's subscription to the Cloud Services shall commence upon the date of purchase. Except as otherwise set forth in the applicable ordering document, the Initial Term of Client's subscription to the SpaceTRAX Services shall be one (1) year.
3. Usage Parameters. Usage of SpaceTRAX Services are licensed for use during the Subscription Term by those departments identified on the applicable Order Document (each, a "Licensed Department"). Client may not use or permit the SpaceTRAX Services by any other individual, entity, department, or organization. Client shall immediately notify Seller if it exceeds these license rights.
4. Usage Restrictions. In addition to all other restrictions contained in the Agreement, Client shall not (a) provide or attempt to provide access to the Cloud Services to other individuals, departments or organizations, other than the Licensed Department; or (b) download data from the global Cloud Services database that is not part of the Licensed Department's database.
5. Business Associate. If Seller serves in the capacity of a "business associate" as that term is defined by HIPAA (as defined in Appendix 1) in the provision of the Cloud Services to Client, then Seller shall comply with the terms and conditions of the Business Associate Addendum attached hereto as Appendix 1.

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**Appendix 1**  
**Business Associate Addendum**

This Business Associate Addendum (the “**Addendum**”) applies when the activities, functions and services that Seller (hereinafter, “**Business Associate**”) performs for Client (hereinafter, “**Covered Entity**”) under the Agreement cause Business Associate to be considered a “business associate” under the regulations contained in 45 C.F.R. Parts 160 and 164, as amended (the “**HIPAA Rules**”) promulgated under the Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”) and the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009 and all regulations promulgated thereunder, as amended (collectively, the “**HITECH Act**”), together with any guidance and/or regulation issued by the U.S. Department of Health and Human Services.

**1. Definitions**

- 1.1 General Definitions. The following terms used in this Addendum shall have the same meanings as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.
- 1.2 Specific Definitions. The following terms used in this Addendum shall have the same meanings as set forth above in this Addendum: Addendum, Business Associate, Covered Entity, Effective Date, HIPAA, HIPAA Rules, HITECH Act and Agreement.

**2. Obligations of Business Associate**

- 2.1 Prohibition on Use or Disclosure. Business Associate agrees not to Use or Disclose Protected Health Information other than as permitted or required by this Addendum or as Required by Law or if such Use or Disclosure does not otherwise cause a Breach of Unsecured Protected Health Information.
- 2.2 Safeguards. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information to prevent Use or Disclosure of Protected Health Information other than as provided for by this Addendum.
- 2.3 Reporting. Business Associate shall report to Covered Entity in writing: (a) any Use or Disclosure of Protected Health Information that is not permitted by this Addendum of which it becomes aware, (b) any Security Incident of which it becomes aware, except that, for purposes of this reporting requirement, the term “Security Incident” does not include inconsequential incidents that occur on a frequent basis such as scans or “pings” that are not allowed past Business Associate’s firewall, and (c) any Breach of Unsecured Protected Health Information as required by 45 C.F.R. §164.410 after discovery thereof.
- 2.4 Subcontractors. Business Associate agrees, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information.
- 2.5 Access. Business Associate agrees to make available Protected Health Information in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. 164.524.
- 2.6 Amendment. Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set as directed or agreed to by 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.



- 2.7 Accounting of Disclosures. Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.528.
- 2.8 Covered Entity Obligation. To the extent Business Associate is to carry out any obligation of Covered Entity under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E of 45 C.F.R. Part 164 that apply to Covered Entity in the performance of such obligation.
- 2.9 Internal Practices, Books and Records. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with Subpart E of 45 C.F.R. Part 164.

### 3. Permitted Uses and Disclosures

- 3.1 Agreement. Business Associate may Use or Disclose Protected Health Information for purposes of performing its obligations under the Agreement.
- 3.2 De-identification. Business Associate may de-identify Protected Health Information so long as (a) Business Associate complies with the requirements for de-identification of Protected Health Information set forth in 45 C.F.R. 164.514(b) and (b) such de-identification does not impair the integrity or availability of Protected Health Information. The parties acknowledge and agree that such information that has been de-identified is not Protected Health Information subject to HIPAA, the HIPAA Rules and the HITECH Act or the terms of this Addendum and that Business Associate may Use and Disclose such de-identified information for its commercial and other business purposes consistent with the limitations set forth in the Agreement.
- 3.3 Required by Law. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 3.4 Use or Disclosure Prohibition. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 4.1, 4.2 and 4.3 below.

### 4. Specific Uses and Disclosures

- 4.1 Proper Management and Administration or Legal Responsibilities Use. Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- 4.2 Proper Management and Administration or Legal Responsibilities Disclosure. Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that (a) such Disclosure is Required by Law or (b) Business Associate obtains, in writing, prior to making any Disclosure to a third party (i) reasonable assurances from such third party that such Protected Health Information will be held confidential as provided under this Addendum and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to such third party and (ii) an agreement from such third party to notify Business Associate immediately of any breach of the confidentiality of the Protected Health Information of which it becomes aware.
- 4.3 Data Aggregation. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity.

### 5. Term and Termination

- 5.1 Term. The term of this Addendum shall be in effect as of the Effective Date and shall terminate on the earlier of the date that either party terminates for cause under



Information received from Covered Entity, or created, maintained 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 Protected Health Information, protections are extended in accordance with Section 5.3.

- 5.2 Material Breach. Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation or terminate this Addendum. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed thirty (30) days from the notification of the breach, or if a material term of this Addendum has been breached and a cure is not possible, the non-breaching party may terminate this Addendum and the Agreement, upon prior written notice to the other party.
- 5.3 Termination. Upon termination of this Addendum for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity or created, maintained or received by Business Associate on behalf of Covered Entity shall: (a) retain only that Protected Health Information that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form; (c) continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section 5, for as long as Business Associate retains the Protected Health Information; (d) not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 4.1 and 4.2 which applied prior to termination and (e) return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- 5.4 Survival. The obligations of Business Associate under this Section 5 shall survive the termination of this Addendum.

## 6. General Provisions

- 6.1 Minimum Necessary. Business Associate shall Use, Disclose and request the minimum amount of Protected Health Information necessary in order to accomplish the purpose of the Use, Disclosure or request, provided that Covered Entity agrees not to provide any Protected Health Information to Business Associate, unless Covered Entity gives reasonable prior written notice to Business Associate indicating that Covered Entity intends to provide Business Associate with Protected Health Information, under the Agreement.
- 6.2 Inconsistency or Conflict. In the event of any inconsistency or conflict between the terms of this Addendum and the terms of the Agreement, the terms of the Agreement shall govern.
- 6.3 Amendment. The parties agree to take such action as is necessary to amend this Addendum to comply with the requirements of HIPAA, the HIPAA Rules and the HITECH Act.