BUSINESS ASSOCIATE ADDENDUM

How to get a binding Addendum: (1) complete and sign in the signature box on page 3; and (2) send the completed and signed addendum to Archer at LegalNotices@Archerirm.com as well as your Archer business contact.

This Business Associate Addendum (the "**BAA**") is effective on the date of the last signature below (the "**Effective Date**") by and between Archer Technologies LLC, having its principal offices at 13200 Metcalf Ave, Suite 300, Overland Park, KS, 66213 ("**Archer**" or "**Business Associate**") and the entity that procured Archer's Applications and signed below ("**Customer**" or "**Covered Entity**") (collectively, the "**Parties**"). This Addendum amends the underlying agreement governing Customer's access to Archer's software (the "**Software Agreement**") between Customer and Archer consistent with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), including the applicable federal regulatory revisions under the Health Information Technology for Economic and Clinical Health Act (the "**HITECH ACT**"). This Addendum applies to the limited extent, if any, that Archer is acting as a Business Associate of the Customer under HIPAA and replaces any earlier such agreements that may have been entered into between the parties related to the subject matter of this BAA.

This Addendum has been pre-signed by the Archer entity set forth above. Any hand-written or other changes to this BAA made without Archer's prior written approval will not be binding against Archer. If there is no Software Agreement between the Parties, executing this Addendum will have no force or effect between Archer and the person or entity that countersigns this Addendum. This Addendum supersedes and replaces any earlier versions of the Addendum that may have been signed between the Parties.

1. Definitions.

1.1. "**HIPAA Rules**" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The HIPAA Privacy Rule is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, part 160 and part 164, subparts A and E. The HIPAA Security Rule is the HIPAA Security Standards (45 C.F.R. Parts 160 and 164, Subpart C). The HIPAA Breach Notification Rule is the Notification in the Case of Breach of Unsecured Protected Health Information, as set forth at 45 CFR Part 164 Subpart D.

1.2. Unless otherwise defined in this Addendum or the Software Agreement, terms (whether capitalized or not) have the meanings in the HIPAA Rules, which are incorporated into this Addendum by reference.

1.3. For this Addendum, PHI is limited to Customer's PHI uploaded into the Archer Applications.

2. Obligations of Archer.

To the extent (if any) that Archer, through its provisioning of Archer Applications, accesses, creates, transmits, maintains, or receives any Protected Health Information of and on behalf of Customer ("**Protected Health Information**" or "**PHI**"), including any Electronic Protected Health Information ("**Electronic PHI**"), Archer will use industry standard and appropriate safeguards to maintain the privacy and security of such PHI. Archer agrees:

2.1. not to use or further disclose PHI other than as required to carry out its obligations to Customer as set forth in the Software Agreement and as expressly permitted or required by this Addendum or Law, consistent with the HIPAA Rules. When making such use, disclosure or request of PHI Archer agrees to make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

2.2. to use reasonable and appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by this Addendum or the Software Agreement.

2.3. to report to Customer any Use or Disclosure of PHI not provided for by this Addendum of which it becomes aware. In addition, Business Associate will report, following discovery and without unreasonable delay, any "Breach" of "Unsecured Protected Health Information" consistent with the HIPAA Rules.

2.4. ensure that any agents, including Subcontractors of Archer, to whom Archer provides PHI agree to substantially the same restrictions and conditions that apply to Archer with respect to such information.

2.5. to the extent (if any) that Business Associate maintains a Designated Record Set for Covered Entity, to make available PHI maintained by Archer in a Designated Record Set to Customer as required for Customer to comply with its obligation to give an individual the right of access as set forth in 45 CFR 164.524. Customer shall reimburse Archer for the applicable reasonable costs incurred by Archer in complying with such request. The provision of access to the individual's PHI and any denials of access to the PHI shall be Customer's responsibility.

2.6. to the extent (if any) that Business Associate maintains a Designated Record Set for Covered Entity, to make available PHI maintained by Archer in a Designated Record Set to Customer as required for Customer to comply with its obligation to amend PHI as set forth in 45 CFR 164.526. The amendment of an individual's PHI and all decisions related thereto shall be the responsibility of Customer.

2.7. to make available to Customer information regarding disclosures made by Business Associate for which an accounting is required under 45 CFR Section 164.528 so Customer can meet its requirements to provide an accounting to an individual in accordance with 45 CFR 164.528.

2.8. to make its internal practices, books and records relating to the HIPAA Rules available to the Secretary of Health and Human Services for purposes of determining Customer's compliance with the HIPAA Rules.

2.9. upon termination of this Addendum, if feasible, return or destroy all Customer's PHI, if any, received from, or created or received by Archer on behalf of, the Customer that Archer still maintains in any form that Archer maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible in the sole discretion of Archer, extend the protections of this Addendum to such retained PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

2.10. and Customer agrees that Archer is not prohibited from disclosing PHI for its proper management and administration or to carry out its legal responsibilities if the disclosure is Required by Law or Archer obtains reasonable assurances from the person to whom the information is disclosed that it 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. Archer will further require that the person to whom information is disclosed inform the Archer of any breach of confidentiality or violation of the HIPAA Rules with respect to that information.

2.11. and Customer agrees Archer is not prohibited from using PHI to report violations of Law to appropriate Federal and State authorities consistent with the Privacy Rule or applicable federal or state law.

2.12. with respect to Electronic PHI, Archer will (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such Electronic PHI, as required by the Security Rule; and (ii) report to Customer any Security Incident affecting PHI of which it becomes aware.

2.13. and Customer agrees that for data aggregation services, Archer may use PHI to provide Data Aggregation Services related to Customer's Health Care Operations. Business Associate also may de-identify PHI it obtains or creates while providing services to Customer.

2.14. Archer shall not directly or indirectly receive remuneration in exchange for PHI except where permitted by the Software Agreement and consistent with applicable law.

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

3. Additional Provisions.

3.1. Compliance Acknowledgment. Each party agrees to comply with its own obligations under applicable federal or state law for PHI that is within the legal responsibility of such party.

3.2. Customer Obligations. Customer represents that Customer has the right and authority to provide access to or disclose (or otherwise allow access to) the PHI to Archer for the services to be provided by Archer to Customer. Customer shall be solely responsible for deciding to render any PHI on its systems unusable, unreadable, or indecipherable to unauthorized individuals in accordance with the U.S. Department of Health & Human Services guidance. Customer is responsible for making sure no unsecured PHI is provided to Archer.

3.3. Term and Termination. This BAA shall terminate automatically upon termination or expiration of the Software Agreement. Upon Customer's knowledge of a material breach of this Addendum by Archer, Customer shall notify Archer of the breach in writing, and shall provide an opportunity for Archer to cure the breach or end the violation within thirty (30) business days of such notification; provided that if Archer fails to cure the breach or end the violation within such time period, Customer shall have the right to immediately terminate this Addendum. If termination of this Addendum is not feasible as mutually agreed to by Archer and Customer, Archer hereby acknowledges that Customer shall have the right to report the breach to the Secretary.

3.4. No Third-Party Beneficiaries. No provision of this Addendum is intended to benefit any person or entity, nor shall any person or entity not a party to this Addendum have any right to seek to enforce or recover any right or remedy with respect to this Addendum.

3.5. Independent Contractors. To the extent Archer may be a Business Associate related to the services being provided to the Customer, the parties agree that each party is an independent contractor, and neither is acting as an agent of the other under the federal common law of agency [see 45 C.F.R. §160.402].

3.6. Modification of this Addendum. No alteration, amendment, or modification of the terms of this Addendum shall be valid or effective unless in writing and signed by Archer and Customer.

3.7. Interpretation. This BAA shall be interpreted in the following manner:

3.7.1. Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

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

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

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

Agreed to by:

_____	**ARCHER:**
By:_____	By: Signed by: Vlad Deronja 739AE370A620469...
Print Name:_____	Print Name: Vlad Deronja
Title:_____	Title: SVP Finance
Dated:_____	Dated: 9/3/2026