



Voyce Services Agreement

This Voyce Services Agreement ("**Agreement**") dated _____ ("**Effective Date**"), is made by and between: **Voyce, Inc.**, a Delaware corporation, which in this Agreement is referred to as the "**Company**" with its headquarters located at 1580 Sawgrass Corporate Parkway, Suite 110, Ft. Lauderdale, FL 33323, USA, and _____ located at _____, which in this Agreement is referred to as "**Customer**." Company and Customer are hereinafter referred to individually as "**Party**" and collectively as "**Parties**."

1. SERVICES: The Services ("**Services**") to be performed by Company shall consist of the provision of remote language interpreting services by video or audio through the Voyce Remote Interpretation Management Platform ("**Voyce Platform**") or by telephone, translation services, and remote video or audio communication services, such as telehealth or telemedicine, during the term hereof, as requested by Customer. The interpretation and translation services shall be performed by Company in a manner consistent with the degree of care and skill standard in the language interpreting and translation services industry.

1.1 **Voyce Platform.** Company will provide the Voyce Remote Interpretation Management Platform ("**Voyce Platform**") to Customer to facilitate the service and delivery of Video Remote Interpretation ("**VRI**"), Voice Only Interpretation ("**VOI**"), and remote video or audio communication services, such as telehealth or telemedicine to Customer. The Voyce Platform consists of the following:

- a) **Voyce User Application for iOS and Android ("**User App**") and Voyce User Web Portal ("**User Web Portal**"):** The User App is installed on compatible iOS or Android smartphones or tablets, and User Web Portal is accessible through any web enabled desktop devices running a compatible web browser with required equipment, such as web camera and microphone. All devices access the Services through a user-supplied high-speed Internet connection. The User App or User Web Portal enables users or clients to access language interpreting services by video or audio remotely, as well as to communicate with a remote entity, for example, for telehealth or telemedicine purposes, via video or audio.
- b) **Voyce Remote Interpretation Management Web Portal ("**Management Portal**"):** The Management Portal allows Customer to manage the accounts of clients/users that have access to the VRI and VOI interpretation services, manage the accounts and access of interpreters (providers) that provide VRI and VOI services for users on behalf of the Customer where applicable, as well as other management related functions.
- c) **Voyce Provider Web Portal ("**Provider Web Portal**"):** The Provider Web Portal is accessible through any web enabled devices running a compatible web browser with required equipment, such as web camera and microphone. The Provider Web Portal allows the Customer's interpreters (providers) to receive requests for VRI or VOI interpretation services from the Customer's users, and to provide those services over the Voyce Platform.
- d) The Voyce Platform may also contain other supporting components available for Customer to order, license, and/or purchase.

- 1.2 Authorized Users; Authorized Uses. Company grants Customer a renewable, nonexclusive, royalty-free, and worldwide right for any Customer employee, contractor, agent, or any other individual or entity authorized by Customer, (each, an "**Authorized User**") to access and use the Services.
- 1.3 Proprietary Rights. Customer acknowledges that the Voyce Platform shall remain the sole and exclusive property of Company. Further, Customer expressly acknowledges that Company's intellectual property rights for the Voyce Platform, including patent, copyright, trademark or proprietary rights, shall not be altered, infringed upon, or diminished in any respect, by virtue of this Agreement.

2. PREFERRED PROVIDER: Customer agrees that Company will be Customer's preferred provider for all external interpreter and translation requests and, unless Company is unable to fulfill any such request, Customer will route interpreter and translation requests to Company first over any other provider.

3. TERM AND TERMINATION: This Agreement is legally binding as of the Effective Date. Unless this Agreement is terminated earlier in accordance with the terms set forth herein, the initial term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years (the "**Initial Term**"). Following the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each, a "**Renewal Term**"), unless a Party provides written notice of non-renewal to the other at least thirty (30) calendar days prior to expiration of the then current term. Hereinafter, the Initial Term and any applicable Renewal Term shall collectively be referred to as the "**Term**." Notwithstanding the foregoing, either Party may provide written notice of a material breach to the other Party at any time and terminate this Agreement if a material breach is not cured within a thirty (30) calendar day cure period. Customer shall be liable for payment of all Services performed through the effective termination date.

4. FEES: Customer shall pay Company all fees owed hereunder subject to the terms contained herein. For billing purposes, the Services shall begin when the interpreter or service provider answers the Service request and shall end upon conclusion of their involvement. Service time will be rounded-up to the nearest minute. The Service fees are as follows:

4.1 Setup Fee and System License Fees

Installation, Delivery, & Training	US\$0 setup fee
System License Fee	US\$0 per month

4.2 On Demand Remote Interpretation Service Fees

On Demand Audio	English <-> All Spoken Languages	US\$0.65 per minute
On Demand Video	English <-> All Spoken Languages	US\$0.75 per minute
On Demand Video	English <-> American Sign Language	US\$1.19 per minute

4.3 Communication Platform Fee (Platform Fee)

"Communication Platform Fees" listed below **are not fees related to interpretation services or translation services** (which are charged at rates set forth in Section 4.2 above), and the Parties agree that the Communication Platform Fees set forth in this Section are specific to the technology offering related to remote video and audio communication services.

<p><u>Interpretation Services by Customer’s Internal Interpreters.</u> Customer’s own interpreters may be used to interpret calls made through the Voyce software and services. For any such calls, the rate shown at right will be charged instead of the on demand remote interpretation service fee.</p>	US\$0.06 per minute
<p><u>Remote Communication such as TeleHealth or Virtual Visits.</u> The Voyce software application includes a telehealth button that allows remote video visits with up to nine participants in a call. If such a telehealth call is initiated, then the rate shown at right will be charged. The telehealth button is strictly for telehealth or virtual visits, not on demand remote interpretation services.</p>	US\$0.03 per minute

4.4 Hardware for Remote Interpretation Services. Company may make available hardware listed below in its sole discretion (“**Hardware**”). The Services do not require the use of Company provided Hardware. Company at its sole discretion and subject to inventory may provide Customer with Hardware. In the event Company provides Customer with Hardware, the parties agree that the Hardware remains the property of Company. Customer agrees to not download any software or applications on provided Hardware outside the Hardware manufacturer’s updates and authorized software provided or otherwise made available by Company. Company, in its sole discretion, will determine the quantity and the type of Hardware to be provided to Customer. Hardware may be recalled and redistributed by Company at any time if Company determines the Hardware is being insufficiently utilized by Customer. Customer must return all Hardware to Company upon the termination of this Agreement at Customer’s expenses if during or after the Initial Term or a Renewal Term. Customer must pay Company for Hardware that is damaged beyond normal wear or lost as provided herein.

<u>Equipment</u>	<u>Equipment Fee</u>	<u>Damaged or Lost Unit Fee</u>
iPad	No Fee	\$699
Heavy-Duty Floor Rolling Stand	No Fee	\$999
Cordless or Dual-Handset Phone	No Fee	\$149

4.5 Translation Service Fees: All Languages: US\$0.25 per word. Formatting of Design Files: US\$10 per page. 50% surcharge will be assessed to projects with requested less than 48-hour turnaround time.

5. INVOICES AND PAYMENTS: Company will bill Customer monthly by invoice for Services provided. Payments by Customer are due by check or electronic funds transfer thirty (30) calendar days the invoice date. If Customer does not pay the amount properly due to Company under this Agreement and remains in default thirty (30) calendar days after being notified in writing to make

such payment, Company may suspend the Services, and/or terminate this Agreement immediately on giving written notice to Customer.

- 6. INDEPENDENT CONTRACTOR:** The Parties agree that Company's relationship to Customer is that of an independent contractor and that nothing contained in the Agreement shall be construed as creating any other type of relationship. Company may employ such arrangements as it deems appropriate with respect to the performance of the Services. Interpreters or translators utilized by Company are not employees or agents of Customer in any respect. Customer acknowledges that Company may employ interpreters or translators, contract interpreters or translators as independent contractors, or contract other qualified language service providers to provide Services to the Customer.
- 7. USE OF SERVICE:** Customer shall not, for any reason, use Company's interpretation services for illegal or improper purposes.
- 8. PAYMENT GUARANTEE:** Customer agrees to the payment terms in this Agreement without regard to the payments and terms negotiated between its customers.
- 9. CONFIDENTIAL INFORMATION and HIPAA COMPLIANCE:** For purposes of this Agreement, the term "**Confidential Information**" means information received by a Party ("**Recipient**") from the other Party ("**Discloser**") in written, graphic, tangible, electronic, or magnetic form, and oral information including, but not limited to, that which constitutes, represents, evidences or records a scientific, technical, merchandising, production, or management information design, process, procedure, formula, invention, or improvement, or financial or other business aspect or activity of the Discloser, and specifically includes (1) the Parties' client lists and the identity of their clients; (2) any of Customer's patients' information, including any that constitutes "Protected Health Information," as such term is defined pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d *et seq.*, and the regulations promulgated thereunder ("HIPAA"); and (3) Customer's physicians' and other providers' provider numbers, social security numbers and license numbers. Confidential Information likewise means information from which the Discloser derives economic value, actual or potential, from such information not being generally known to or being readily ascertainable by other persons or entities who could obtain economic value from its disclosure. Company and Customer each acknowledge that the other considers its own Confidential Information to constitute a "trade secret" under applicable law. Company and Customer shall hold the other's Confidential Information in trust and confidence using the same level of care as they would to protect their own Confidential Information from disclosure, and will not disclose the Confidential Information of the other to any person except to comply with the terms of this Agreement. In connection therewith, all interpreters or translators used by Company are required to keep confidential all records and notes pertaining to the Services that they provide for Company hereunder. Upon termination or expiration of this Agreement, each Party shall return to the other Party all of its Confidential Information. Each Party's respective obligations under this Section shall survive the expiration or termination of this Agreement.

The parties agree that, in carrying out its obligations hereunder, Company shall receive and gain access to Protected Health Information, as defined above, and shall, contemporaneously with the execution of this Agreement, execute the Business Associate Agreement (as defined pursuant to HIPAA) attached hereto as Schedule A, which shall govern all uses and disclosures of Protected Health Information hereunder.

- 10. PERMITTED DISCLOSURE OF CONFIDENTIAL INFORMATION:** Each Party's obligation to hold the other Party's Confidential Information in confidence shall not apply to any information which is (a) already known to or in the possession of the Recipient; (b) available to the general public at the time of disclosure or becomes available to the general public through no fault of Recipient; (c) independently developed by the Recipient without reference to or use of Discloser's

Confidential Information; and/or (d) disclosed to the Recipient without restriction by a third party without similar restriction or without breach of this Agreement. In the event that either Party receives a court subpoena, request for production of documents, court order, or requirement of a government agency to disclose any Confidential Information, the Recipient shall give prompt written notice to the other Party so that the subpoena, request for production of documents, order, or requirement can be challenged or limited in scope by Customer or Company, as appropriate.

11. PUBLIC ANNOUNCEMENTS: Neither Party shall use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that Company may, without Customer's consent, include Customer's name and other indicia in its lists of Company's current or former customers of Company in promotional and marketing materials, and to announce the relationship following the Effective Date.

12. INDEMNIFICATION:

12.1 Customer Indemnification. Customer shall indemnify, defend and hold Company, its affiliates, and their respective successors, assigns, officers, directors, members, employees and agents harmless from any third-party claim, loss, damage, settlement, judgments, costs, penalties, fines, and expenses of every kind and nature (including, without limitation, reasonable attorney's fees) (collectively "**Claims**") to the extent arising from or in any way related to (1) Customer's (or its employees', agents', or subcontractors') violation of any applicable law, (2) Customer's breach of any representation or warranty made in this Agreement, and (3) Customer's (or its employees', agents', or subcontractors') gross negligence and willful misconduct.

12.2 Company Indemnification. Company shall indemnify, defend and hold Customer, its affiliates, and their respective successors, assigns, officers, directors, members, employees and agents harmless from any third-party Claims to the extent arising from or in any way related to (1) Company's (or its employees', agents', or subcontractors') violation of any applicable law, and (2) an allegation that the Services infringe or misappropriate a third party's US patents, copyrights, or trade secrets, and (3) Company's (or its employees', agents', or subcontractors') gross negligence and willful misconduct by Customer or any of its employees, agents or Subcontractors. The foregoing obligations under (2) above do not apply to the extent the alleged infringement arises from (a) content submitted or otherwise intended to be translated using the Services; (b) Customer's failure to timely implement (or have implemented) any modifications, upgrades, replacements, or enhancements made available to Customer by Company, (c) Customer modification of any Services where such modification was not recommended, authorized in writing or required by Company and where such modification is the basis of the third party claim; (d) the Services are combined or bundled by Customer with any non-Company products, processes or materials not recommended, authorized or provided by Company, if such liability would not have arisen but for such combination or bundling.

12.3 Indemnification Procedures. To obtain such indemnification, the indemnitee must promptly notify the indemnitor of the liability claim, and give the indemnitor all necessary information, reasonable cooperation, and the exclusive authority to evaluate, defend, and settle the claim. Notwithstanding the foregoing sentence, indemnitor will not enter into any settlement without the indemnitee's prior written consent unless all third-party claims against the indemnitee are released without any further liability on the indemnitee's part.

13. FORCE MAJEURE: Company shall not be liable or responsible in any way for any loss, injury, and/or damage arising out of or relating to any Company failure of performance and/or delay resulting directly or indirectly from any cause which is beyond Company's reasonable control, including but not limited to: pandemic, endemic, fire, explosion, lightning, power surges or outages,

strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third-party communications carriers, or any other cause beyond Company control.

14. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS: Company represents and warrants that (a) Company will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement; (b) Company will comply with all applicable state and federal laws, rules and regulations in connection with Company's performance hereunder; (c) Company will use commercially reasonable efforts not to introduce, or permit any person under its direction or control to introduce, any Harmful Code into Customer's systems; (d) Company will not discourage another third party from doing business with Customer; and (e) Company is not under, and shall not during the term hereof enter into or be under, any obligation, covenant or restriction which would or might operate to prevent or restrict Company from performing Company's obligations under this Agreement, or which may give rise to any conflict of interest between Company and Customer. Except as specified herein, Company makes no additional representation, warranty or guaranty, express or implied, concerning the Services including, but not limited to, the availability or timeliness of the performance of any Services. Customer represents, warrants, and covenants to Company that (i) Company's performance of the Services under this Agreement for any translation or interpretation of documents or conversations (whether live or recorded), does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or violate any applicable law; and (ii) Customer will not discourage another third party from doing business with Company.

15. LIMITATION OF LIABILITY: In no event shall Company be liable for loss of revenue or profits or for any incidental, consequential, indirect, punitive or special damages, whether foreseeable or unforeseeable, claimed by or on behalf of Customer or its officers, agents, employees, directors or representatives. Company's aggregate liability to Customer for any such claim shall be limited to the lesser of (1) the amount paid by Customer within the previous 12 months for the Services, or (2) Ten Thousand (\$10,000.00) U.S. Dollars. The foregoing limitations of liability shall not apply to the extent that any such limitation is void, prohibited or unenforceable by applicable law, or in the case of (i) breach of confidentiality (Section 9); (ii) either Party's indemnification obligations (Section 12); or (iii) Company's gross negligence, or willful or intentional misconduct (collectively the "**Exclusions**"); provided however, Company's liability for any Exclusions shall not exceed Fifty Thousand (\$50,000.00) U.S. Dollars. No action may be brought by Customer more than one (1) year after the cause of action has accrued.

16. FEEDBACK: Customer will use reasonable efforts to notify Company of any feedback or suggestions from Customer relating to the Voyce Platform and Services including any suggestions for modifications or enhancements to the foregoing ("**Feedback**"). Customer shall and hereby does grant Company a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose.

17. NOTICE: All notices shall be in writing and shall be sent by personal delivery or by e-mail, to the Parties as hereinafter set out.

If to Company:

Attention: Legal Department

Physical Delivery Address:

1580 Sawgrass Corporate Pkwy

Suite 110

Fort Lauderdale, FL 33323

Email Address: legal@voyceglobal.com

If to Customer:

Attention: _____

Physical Delivery Address:

Email Address: _____

18. ASSIGNMENT: This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by either Party without the prior written consent of the other Party, except that either Party may assign this Agreement to an affiliated company or in connection with the merger or consolidation of such Party or a sale of all or substantially all of its assets.

19. SEVERABILITY: If any provision of this Agreement shall be construed to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any Party.

20. WAIVER: No waiver of any provisions of this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement. Failure to enforce any term of the Agreement shall not be deemed a waiver of future enforcement of that or any other term.

21. DISPUTE RESOLUTION: Any dispute, controversy, or claim relating to this Agreement (a "Dispute") will be resolved first through good faith negotiations between the Parties. If the Dispute cannot be resolved through good faith negotiation, the Parties shall submit the Dispute to mediation under the commercial mediation rules of the American Arbitration Association ("AAA"). The mediation shall be held in Miami-Dade or Broward County, Florida within forty-five (45) days of filing the request with the AAA. If the Dispute is not resolved through mediation, the matter will be submitted to binding arbitration with the AAA under its commercial arbitration rules. Arbitration will be the sole and exclusive means for adjudication of a Dispute and shall occur in Miami-Dade or Broward County, Florida. The cost of the arbitration (including the fees and expenses of the arbitrator) will be shared equally by the Parties; provided, however, that each will pay its own

attorney's fees. The arbitrator will have the authority to apportion liability between the Parties but will not have the authority to award any damages or remedies not available under, or in excess of, the express terms of this Agreement. There shall be one (1) arbitrator who will be jointly selected by the Parties. If the Parties cannot agree on an arbitrator, one shall be chosen by the AAA. The arbitration award will be presented to the Parties in writing, and upon the request of either, will include findings of fact and conclusions of law. The award may be confirmed and enforced in any court of competent jurisdiction. With regards to any action for breach of confidentiality or intellectual property obligations, nothing in this Section shall preclude either Party from seeking interim equitable relief in the form of a temporary restraining order or preliminary injunction. Any such request by a Party for interim equitable relief shall not be deemed a waiver of the obligation to arbitrate hereunder. THE PARTIES EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.

22. GOVERNING LAW: This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Florida, without regard to its conflict of laws rules. The Parties agree that the appropriate court in Florida, shall have exclusive jurisdiction with respect to any controversy or dispute arising out of or relating to this Agreement not resolved by the Parties hereto.

23. ENTIRE AGREEMENT: This Agreement and all schedules and attachments hereto constitute the entire agreement between the Parties and supersede all prior oral or written statements. This Agreement may be modified, amended, or changed only by a written document signed by both Parties hereto. This Agreement shall not create any benefits, rights, privileges, remedies, or claims for, in, by, or on behalf of any Parties who are not signatories to this Agreement.

24. COUNTERPARTS: This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

25. ELECTRONIC SIGNATURE: This Agreement may be signed electronically.

[Signature page follows]

IN WITNESS WHEREOF, Customer and Company have caused this Agreement to be duly executed as of the Effective Date identified at the beginning of this Service Agreement.

Customer:

Company: Voyce, Inc.

Signature:

Signature:

Name:

Name:

Title:

Title:

Address:

Address:

1580 Sawgrass Corporate Parkway
Suite 110
Ft. Lauderdale, FL 33323

BUSINESS ASSOCIATE AGREEMENT

_____ (“**Covered Entity**”), and Voyce, Inc. (“**Business Associate**”) enter into this Business Associate Agreement (“**BAA**”) as of _____ (“**Effective Date**”).

Covered Entity and Business Associate agree that under the BUSINESS ASSOCIATE AGREEMENT entered into by Covered Entity and Business Associate (the “**Agreement**”), Business Associate provides services for or on behalf of Covered Entity that may involve access to PHI (as defined below) and that, as such, the parties agree as follows:

I. DEFINITIONS

Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings ascribed by HIPAA and ARRA, as each may be amended from time to time.

- A. “**ARRA**” means the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No.111-5 and its implementing regulations.
- B. “**Breach**” means the actual or reasonably suspected acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI.
- C. “**Breach Notice Rule**” means the federal breach notification regulations issued pursuant to ARRA, as amended from time to time, 45 C.F.R. Parts 160 and 164.
- D. “**Compliance Date**” means, in each case, the date by which compliance is required under the referenced provision of ARRA’s or HIPAA’s implementing regulations, as applicable.
- E. “**Discovery**” means the first day on which Business Associate, or any workforce member, agent, or Subcontractor of Business Associate, knows, or, by exercising reasonable diligence would have known, of a Breach.
- F. “**Encrypt**” means to use an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, which process conforms to NIST Special Publications 800–111, 800–52, 800–77, or 800–113, as appropriate, or that is otherwise validated against the Federal Information Processing Standards (FIPS) 140–2.
- G. “**ePHI**” means PHI as defined below, which is transmitted or maintained in electronic media.
- H. “**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.
- I. “**PHI**” means Protected Health Information, as defined in 45 C.F.R. § 160.103, limited to the Protected Health Information received from, or received, created, or accessed on behalf of, Covered Entity.
- J. “**Privacy Rule**” means the federal privacy regulations issued pursuant to HIPAA, as amended from time to time, 45 C.F.R. Parts 160 and 164.
- K. “**Security Incident**” means the successful unauthorized access, Use, Disclosure, modification or destruction of ePHI or interference with system operations in an information system. Unsuccessful attempts to breach security, including pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of PHI, shall not be deemed Security Incidents.

- L. **"Security Rule"** means the federal security regulations issued pursuant to HIPAA, as amended from time to time, 45 C.F.R. Parts 160 and 164.
- M. **"Subcontractor"** means Business Associate's subcontractors and agents that create, receive, maintain or transmit PHI for the purpose of performing any of Business Associate's obligations under the Agreement.

II. RESPONSIBILITIES OF BUSINESS ASSOCIATE.

- A. Business Associate shall provide relevant training on HIPAA and the requirements of this agreement to all persons accessing PHI or ePHI. The training materials and records shall be provided to the covered entity upon request.
- B. Business Associate shall implement and use appropriate Technical, Physical and Administrative Safeguards to reasonably and appropriately protect the Confidentiality, Integrity and Availability of PHI and to prevent Use or Disclosure of PHI, other than as permitted by this BAA.
- C. Business Associate shall, within the earlier of the Compliance Date or 90-days from the Effective Date, comply with all applicable provisions of the Security Rule. The Business Associate shall conduct a risk assessment to evaluate compliance with the Security Rule and shall, at the request of the Covered Entity, provide a written attestation acknowledging completion and communicating the results of the risk assessment.
- D. Business Associate shall Encrypt all transmissions of ePHI and all portable media or storage devices on which ePHI may be stored, including laptops, back-up media, CDs, or USB drives.
- E. Within 30-days after receiving a written request from Covered Entity, make available information necessary for Covered Entity to make an accounting of disclosures of PHI about an Individual, as provided in 45 C.F.R. § 164.528; and in accordance with 42 U.S.C. § 17935(c) and its implementing regulations as of the Compliance Date, make that accounting directly to the Individual if directed to do so by Covered Entity.
- F. At the request of Covered Entity and in the time, manner, and form designated by Covered Entity, not to exceed 15-days, provide access to PHI in a Designated Record Set to Covered Entity or, if directed by Covered Entity, to an Individual or to a recipient designated by the Individual, in accordance with the requirements of 45 C.F.R. § 164.524. Business Associate shall not charge Covered Entity or any Individual any fee associated with the production of PHI in accordance with this section that exceeds fees described at 45 C.F.R. § 164.524.
- G. Make available PHI in a Designated Record Set, no more than 30-days following receipt of a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526.
- H. Business Associate shall notify Covered Entity, in writing, no more than 3-days following Business Associate's receipt directly from an Individual of any request for an accounting of disclosures or access to or amendment of PHI as contemplated in Sections II (D) (E) or (F), above.
- I. Business Associate shall require each Subcontractor to agree, in writing, to the same restrictions and conditions that apply to Business Associate. Furthermore, to the extent that Business Associate provides ePHI to Subcontractor, Business Associate shall require Subcontractor to comply with all applicable provisions of the Security Rule upon the earlier of the Compliance Date or 90-days from the Effective Date. If Subcontractor is not subject to the jurisdiction or laws of the United States, or if any use or disclosure of PHI in performing the obligations under this BAA or the Agreement will be outside of the jurisdiction of the

United States, Business Associate must require Subcontractor to agree by written contract with Business Associate to be subject to the jurisdiction of the Secretary, the laws, and the courts of the United States, and waive any available jurisdictional defenses that pertain to the parties' obligations under this BAA, HIPAA, or ARRA.

- J. Business Associate shall not Use or Disclose PHI except as necessary to perform its obligations under the Agreement or as otherwise required by this BAA, provided that such Use or Disclosure is permitted by applicable law and complies with each applicable requirement of 45 C.F.R. § 164.504(e).
 - K. In compliance with 45 C.F.R. § 164.502(b)(1), as of its Compliance Date or no more than 90-days following the Effective Date, whichever is earlier, Business Associate shall request, Use, and Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use, or Disclosure.
 - L. Business Associate shall not use PHI to make or cause to be made any communication that would constitute Marketing.
13. Without unreasonable delay, and in any event, no more than 48-hours after Discovery, Business Associate shall notify Covered Entity of any Breach, Use or Disclosure of PHI not permitted under this BAA, or any Security Incident. Business Associate shall deliver the initial notification of such Breach, in writing, which must include a reasonably detailed description of the Breach and the steps Business Associate is taking and would propose to mitigate or terminate the Breach. Furthermore, Business Associate shall supplement the initial notification, no more than 10-days following Discovery, with information including the identification of each individual whose PHI was or is believed to have been involved; a reasonably detailed description of the types of PHI involved; all other information reasonably requested by Covered Entity, including all information necessary to enable Covered Entity to perform and document a risk assessment in accordance with 45 C.F.R. Part 164 subpart D; and all other information necessary for Covered Entity to provide notice to individuals, the U.S. Department of Health & Human Services ("**HHS**"), or the media, if required. Despite anything to the contrary in the preceding provisions, in Covered Entity's sole and absolute discretion and in accordance with its directions, Business Associate shall conduct, or pay the

costs of conducting, an investigation of any Breach and shall provide or pay the costs of providing any notices required by the Breach Notice Rule or other applicable law.

- N. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate that is not permitted by this BAA.
- O. Business Associate shall make available to HHS its internal practices, books, and records, relating to the Use and Disclosure of PHI pursuant to the Agreement for purposes of determining Business Associate's and Covered Entity's compliance with the Privacy Rule.
- P. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI.
- Q. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.
- R. Business Associate shall provide contact information for one primary person and one secondary person in Appendix A. Any changes in the contact information shall be forwarded to the Covered Entity.
- S. The Business Associate shall respond in writing within 10 business days to the Covered Entity's request(s) to attest to the Business Associate's compliance with the Privacy Rule, the Security Rule, and the Responsibilities of the Business Associate as specified in this BAA. The Business Associate shall make available to the Covered Entity its internal practices, books, and records, relating to the Use and Disclosure of PHI as necessary to substantiate the attestation of compliance.

III. RESPONSIBILITIES OF COVERED ENTITY

Covered Entity shall notify Business Associate, in writing, of an Individual's request to restrict the Use or Disclosure of such Individual's PHI, any limitations in Covered Entity's Privacy Notice relevant to Business Associate's performance of its obligations under this BAA or the Agreement, or any revocation by an Individual of authorization to Use or Disclose PHI.

IV. TERM, TERMINATION AND DAMAGES

- A. This BAA is effective as of the Effective Date and terminates when Business Associate and its Subcontractors no longer have access to PHI, and when all of the PHI in Business Associate's possession, inclusive of PHI in the possession of Business Associate's Subcontractors, has been returned or destroyed, unless earlier terminated in accordance with Sections IV(B) through (C) of this BAA.
- B. Upon Covered Entity's determination of a breach of a material term of this BAA by Business Associate, Covered Entity may terminate this BAA. As of the Compliance Date of 45 C.F.R. § 164.504(e)(1)(iii), if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of this BAA, the non-breaching party will provide notice thereof to the other party. Such notice must clearly specify the nature of the breach or violation. Each party must take reasonable steps to cure the breach or end the violation. If after 30-days or such longer time specified in writing by the non-breaching party, the non-breaching party reasonably determines that such steps are unsuccessful in curing the breach or ending the violation, the non-breaching party may terminate this BAA and the

Agreement, if feasible. In the event that termination is not feasible, the non-breaching party shall report the problem to HHS.

- C. Except as provided below, Business Associate shall return or destroy all PHI, including all PHI in possession of its Subcontractors, immediately following the termination or expiration of this BAA. However, in the event that Business Associate is legally obligated to retain such PHI, Business Associate may do so provided that:
 - 1. Business Associate notifies Covered Entity of such legal obligation, in writing, immediately upon Business Associate's notice of such legal obligation, which such writing must describe in detail the legal obligation;
 - 2. Business Associate extends all protections, limitations, and restrictions contained in this BAA to Business Associate's Use or Disclosures of any PHI retained after termination or expiration of this BAA;
 - 3. Business Associate limits any further Use or Disclosures solely to satisfying such legal obligation for which it has provided Covered Entity with written notice in accordance with Section IV(C)(1), above.
 - 4. Business Associate returns or destroys all PHI when such legal obligation has been fulfilled or has concluded.
- D. In addition to any damages recoverable under this BAA, the parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action, or other inquiry.

V. GENERAL TERMS

- A. This BAA amends and is made a part of the Agreement. Any changes or modification to this BAA must be in writing and signed by both parties.
- B. To the extent not clear, the terms of this BAA are to be construed to allow for compliance by the parties with HIPAA or ARRA. If any provision of the BAA is in conflict with any provision of the Agreement, the conflicting provision of this BAA prevails to the extent necessary for the parties to comply with HIPAA and ARRA.
- C. Nothing in this BAA confers upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities, whatsoever.
- D. Sections II(G)(H)(J)(M) and Sections IV, V(E) survive the termination for any reason or expiration of this BAA.
- E. In the event Business Associate receives a notification from or on behalf of HHS regarding a compliance review, an audit, or an investigation or inquiry of any kind pertaining to the services provided under the Agreement or Covered Entity, it will notify Covered Entity no more than 3-days following its receipt of that notice.
- F. The parties may execute this BAA in a number of counterparts and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this BAA. A facsimile or pdf signature, or a scanned image of an original signature, of any party to this BAA is binding upon that party as if it were an original.

Signed:

Covered Entity:

Business Associate: Voyce, Inc.

Signature:

Signature:

Name:

Name:

Title:

Title:

Address:

Address:

1580 Sawgrass Corporate Pkwy, Suite 110
Sunrise, FL 33323