

HIPAA BUSINESS ASSOCIATE AGREEMENT

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Standard Terms for Covered Entities & Business Associates

This Business Associate Agreement (BAA) establishes the terms under which answara.ai handles Protected Health Information (PHI) on behalf of healthcare customers. It incorporates into the answara.ai Terms of Service and governs the parties' respective obligations under HIPAA, the HITECH Act, and related regulations.

Document:	HIPAA BAA
Effective:	Upon acceptance
Version:	2026.1
Contact:	hipaa@answara.ai

AGREEMENT

HIPAA Business Associate Agreement

If Customer is a Covered Entity or a Business Associate and includes Protected Health Information in Customer Data, this HIPAA Business Associate Agreement ("BAA") is incorporated upon Customer's acceptance of the answara.ai Terms of Service or execution of a separate agreement ("Agreement"). If there is any conflict between a provision in this BAA and a provision in the Agreement, this BAA will control.

01 Definitions

Except as otherwise defined in this BAA, capitalized terms shall have the definitions set forth in HIPAA, and if not defined by HIPAA, such terms shall have the definitions set forth in the Agreement.

"Breach Notification Rule" means the Breach Notification for Unsecured Protected Health Information Final Rule.

"Business Associate" means shall have the same meaning as the term "business associate" in 45 CFR § 160.103 of HIPAA.

"Covered Entity" means shall have the same meaning as the term "covered entity" in 45 CFR § 160.103 of HIPAA.

"Customer" means for this BAA only, means Customer and its Affiliates.

"HIPAA" means collectively means the administrative simplification provision of the Health Insurance Portability and Accountability Act enacted by the United States Congress, and its implementing regulations, including the Privacy Rule, the Breach Notification Rule, and the Security Rule, as amended from time to time, including by the Health Information Technology for Economic and Clinical Health ("HITECH") Act.

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information.

"Protected Health Information" means shall have the same meaning as the term "protected health information" in 45 CFR § 160.103 of HIPAA, provided that it is limited to such protected health information that is received by answara.ai from, or created, received, maintained, or transmitted by answara.ai on behalf of, Customer through the use of the Services, including voice recordings, call transcriptions, appointment data, and related communications.

"answara.ai" means Ramp Advisory Partners LLC, a Florida limited liability company.

"Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information.

"Services" means the AI-powered voice receptionist, call handling, appointment scheduling, and related communication services provided by answara.ai to Customer.

02 Permitted Uses and Disclosures of Protected Health Information

a. Performance of the Agreement. Except as otherwise limited in this BAA, answara.ai may Use and Disclose Protected Health Information for, or on behalf of, Customer as specified in the Agreement; provided that any such Use or Disclosure would not violate HIPAA if done by Customer, unless expressly permitted under paragraph b of this Section.

b. Management, Administration, and Legal Responsibilities. Except as otherwise limited in this BAA, answara.ai may Use and Disclose Protected Health Information for the proper management and administration of answara.ai and/or to carry out the legal responsibilities of answara.ai, provided that any Disclosure may occur only if: (1) Required by Law; or (2) answara.ai obtains written reasonable assurances from the person to whom the Protected Health 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, and the person notifies answara.ai of any instances of which it becomes aware in which the confidentiality of the Protected Health Information has been breached.

03 Responsibilities of the Parties

a. answara.ai's Responsibilities

To the extent answara.ai is acting as a Business Associate, answara.ai agrees to the following:

i. Limitations on Use and Disclosure. answara.ai shall not Use or Disclose the Protected Health Information other than as permitted or required by the Agreement and/or this BAA or as otherwise Required by Law. answara.ai shall not use Protected Health Information for any advertising, marketing, or similar commercial purpose. answara.ai shall not violate the HIPAA prohibition on the sale of Protected Health Information. answara.ai shall make reasonable efforts to Use, Disclose, and/or request the minimum necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure, or request.

ii. Safeguards. answara.ai shall: (1) use reasonable and appropriate safeguards to prevent Use and Disclosure of Protected Health Information other than as permitted in Section 2 herein; and (2) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule, including encryption of Protected Health Information at rest and in transit.

iii. Reporting. answara.ai shall report to Customer: (1) any Use and/or Disclosure of Protected Health Information that is not permitted or required by this BAA of which answara.ai becomes aware; (2) any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given; and/or (3) any Breach of Customer's Unsecured Protected Health Information that answara.ai may discover (in accordance with 45 CFR § 164.410 of the Breach Notification Rule). Notification of a Breach will be made without unreasonable delay, but in no event more than thirty (30) calendar days after answara.ai's discovery of a Breach.

Unsuccessful Security Incidents For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on answara.ai's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information.

iv. Subcontractors. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2) of HIPAA, answara.ai shall require its Subcontractors who create, receive, maintain, or transmit Protected Health Information on behalf of answara.ai to agree in writing to: (1) the same or more stringent restrictions and conditions that apply to answara.ai with respect to such Protected Health Information; (2) appropriately safeguard the Protected Health Information; and (3) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule. answara.ai remains responsible for its Subcontractors' compliance with obligations in this BAA.

v. Disclosure to the Secretary. answara.ai shall make available its internal practices, records, and books relating to the Use and/or Disclosure of Protected Health Information received from Customer to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA, subject to attorney-client and other applicable legal privileges.

vi. Access. At the request of Customer, answara.ai shall within fifteen (15) days make access to Protected Health Information maintained by answara.ai available to Customer in accordance with 45 CFR § 164.524 of the Privacy Rule.

vii. Amendment. If answara.ai maintains Protected Health Information in a Designated Record Set for Customer, then answara.ai, at the request of Customer, shall within fifteen (15) days make available such Protected Health Information to Customer for amendment and incorporate any reasonably requested amendment in the Protected Health Information in accordance with 45 CFR § 164.526 of the Privacy Rule.

viii. Accounting of Disclosure. answara.ai, at the request of Customer, shall within thirty (30) days make available to Customer such information relating to Disclosures made by answara.ai as required for Customer to make any requested accounting of Disclosures in accordance with 45 CFR § 164.528 of the Privacy Rule.

b. Customer Responsibilities

i. No Impermissible Requests. Customer shall not request answara.ai to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by a Covered Entity (unless permitted by HIPAA for a Business Associate).

ii. Contact Information for Notices. Customer hereby agrees that any reports, notification, or other notice by answara.ai pursuant to this BAA will be provided to the email address associated with Customer's account or as otherwise specified by Customer.

iii. Safeguards and Appropriate Use. Customer is responsible for implementing appropriate privacy and security safeguards to protect its Protected Health Information in compliance with HIPAA. Customer shall notify answara.ai of any limitations in its Notice of Privacy Practices, any changes in or revocation of authorization by individuals, and any restrictions on use or disclosure of PHI that Customer has agreed to.

04 Applicability of BAA

This BAA is applicable to the Services. answara.ai may, from time to time, update the Services in scope for this BAA, and such updated definitions will apply to Customer without additional action by Customer. It is Customer's obligation to not store or process protected health information (as that term is defined in 45 CFR § 160.103 of HIPAA) until this BAA is effective.

05 Term and Termination

a. Term. This BAA shall continue in effect until the earlier of (1) termination by a Party for breach as set forth in Section 5.b., below, or (2) expiration or termination of Customer's Agreement.

b. Termination for Breach. Upon written notice, either Party may immediately terminate the Agreement and this BAA if the other Party is in material breach or default of any obligation in this BAA. Either party may provide the other a thirty (30) calendar day period to cure a material breach or default within such written notice.

c. Return, Destruction, or Retention of Protected Health Information Upon Termination. Upon expiration or termination of this BAA, answara.ai shall return or destroy all Protected Health Information in its possession, if it is feasible to do so. If it is not feasible to return or destroy any portions of the Protected Health Information upon termination of this BAA, then answara.ai shall extend the protections of this BAA, without limitation, to such Protected Health Information and limit any further Use or Disclosure of the Protected Health Information to those purposes that make the return or destruction infeasible for the duration of the retention of the Protected Health Information.

06 Miscellaneous

a. Interpretation. The Parties intend that this BAA be interpreted consistently with their intent to comply with HIPAA and other applicable federal and state law. Except where this BAA conflicts with the Agreement, all other terms and conditions of the Agreement remain unchanged.

b. Amendments; Waiver. answara.ai may update this BAA by posting a revised version. Continued use of the Services after such update constitutes acceptance. A waiver with respect to one event shall not be construed as continuing, as a bar to, or as a waiver of any right or remedy as to subsequent events.

c. No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything in this BAA confer, upon any person other than the Parties, and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

d. Severability. In the event that any provision of this BAA is found to be invalid or unenforceable, the remainder of this BAA shall not be affected thereby, but rather the remainder of this BAA shall be enforced to the greatest extent permitted by law.

e. No Agency Relationship. It is not intended that an agency relationship be established hereby expressly or by implication between Customer and answara.ai under HIPAA or the Privacy Rule, Security Rule, or Breach Notification Rule. No terms or conditions contained in this BAA shall be construed to make or render answara.ai an agent of Customer.

f. Contact. For questions regarding this BAA, contact answara.ai at hipaa@answara.ai.