



BUSINESS ASSOCIATE AGREEMENT

This **Business Associate Agreement** (“BAA”) applies to the extent Infor is acting as a Business Associate in connection with the Covered Services, is between **Customer** (as defined in the underlying Services Agreement) and **Infor (US), LLC** (“Infor”) (each a “Party” and collectively, the “Parties”), and is effective as of the date last signed below (the “Effective Date”).

If Customer meets the definition of a Covered Entity or a Business Associate under the HIPAA Rules and either Infor’s Covered SaaS Services and/or Infor’s Covered Professional Services and/or Infor’s Covered Support Services for Customer (each, a “Covered Service”), provided through a separate agreement create a Business Associate relationship with Customer under the HIPAA Rules, then this BAA shall be incorporated, upon signing by both Parties agreement by both Parties, into the underlying agreement(s) to the extent such give rise to Infor’s Business Associate status (each, a “Service Agreement”).

This BAA governs the Parties’ rights and obligations solely with respect to PHI that is received by Infor from Customer, or is created, received, maintained, or transmitted by Infor on behalf of Customer in connection with a Covered Service.

Customer must have an existing Service Agreement(s) for this BAA to be valid and effective. Customer acknowledges that this BAA does not and will not apply to any services that are not Covered Services.

1. Definitions

Catch-all definition:

The following terms used in this BAA shall have the meaning given those terms in the HIPAA Rules: Breach, Business Associate, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. HIPAA means the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder, as amended. HIPAA Rules include the collective privacy, security, breach notification, and enforcement regulations promulgated pursuant to the Health Insurance Portability and Accountability Act, as codified at 45 C.F.R. Parts 160 and 164, as amended from time to time. HITECH Act means the Health Information Technology for Economic and Clinical Act, which is Title XIII of the American Recovery and Reinvestment Act, and the regulations thereunder, as amended from time to time.

Specific definitions:

- (a) **“Covered SaaS Services”** for this BAA refers solely to Infor’s Software as a Service (SaaS) products listed as HIPAA attested at trust.infor.com which Customer is entitled to use under a Subscription License and Services Agreement with Infor.
- (b) **“Covered Professional Services”** means professional or consulting services provided for Customer by Infor and contracted under a “Professional Services Agreement” or “Software Services Agreement” with Infor.
- (c) **“Covered Support Services”** means Infor’s provision of Support for an On Premise or SaaS product listed as HIPAA attested at trust.infor.com.

2. Obligations and Activities of Infor

To the extent Infor is acting as a Business Associate in connection with Covered Services, the Parties agree to that Infor’s obligations shall be governed by the terms set forth in this section of the BAA. Infor agrees to:

- (a) Not Use or Disclose Protected Health Information other than as permitted or required by the Service Agreement(s), BAA, or as Required By Law.



(b) Use reasonable safeguards, and comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as permitted by this BAA and the Service Agreement(s).

(c) Report to Customer (1) any Use or Disclosure of Protected Health Information not provided for by the Service Agreement(s) or this BAA of which Infor becomes aware; (2) any Breaches of Unsecured Protected Health Information that Infor discovers, which shall be reported in accordance with Infor's notification obligations under 45 CFR 164.410; and (3) any Security Incident of which Infor becomes aware. Accordingly, through this provision, Infor is hereby providing notice to Customer that Infor periodically receives unsuccessful attempts by unauthorized persons to access, Use, Disclose, modify, or destroy information, or to interfere with the general operation of Infor's systems and/or the Covered Services. Customer acknowledges and agrees that even if such unsuccessful actions constitute a Security Incident, Infor will not be required to provide any notice under this BAA of such unsuccessful attempts other than the notice that is provided through this provision.

(d) If applicable, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Infor will require that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Infor agree to the same restrictions, conditions, and requirements set forth in this BAA that apply to Infor with respect to such Protected Health Information.

(e) Make available Protected Health Information in a Designated Record Set that is processed in connection with Customer's Covered Services so that Customer may fulfill its obligations under HIPAA to address requests from individuals to exercise their rights to access and amend Protected Health Information in accordance with 45 CFR 164.524 and 45 CFR 164.526. Infor will refer any such access or amendment requests it receives from individuals to Customer and will provide reasonable assistance where required but shall not have any further obligations to Customer or to any individual requesting such access or amendment. Customer will be solely responsible for responding to such requests. Customer also will be solely responsible for the form and content of Protected Health Information that is maintained by Customer within the Covered Services.

(f) Maintain and make available to Customer the information required for Customer to provide an accounting of Disclosures in accordance with 45 CFR 164.528, subject to any applicable legal privilege. Notwithstanding the foregoing, Customer agrees that Infor is entitled to assume that any Disclosure of Protected Health Information by Infor that is directed by Customer is a Disclosure for treatment, payment, or health care operations purposes or is otherwise a Disclosure that does not require accounting as set forth in 45 CFR 164.528. If Customer directs Infor to make a Disclosure of Protected Health Information that may require an accounting of Disclosures by Infor, Customer shall notify Infor in writing that such Disclosure may be subject to a future request for accounting of Disclosures.

(g) Comply with the requirements of Subpart E of 45 CFR Part 164 that apply to the Customer in the performance of such obligation(s), to the extent the Parties have agreed that Infor is to carry out one or more of Customer's obligation(s) under the Privacy Rule in Subpart E.

(h) Make its internal practices, books, and records available to the Secretary relating to the Use and/or Disclosure of Protected Health Information received from, or created or received by Infor on behalf of, Customer to the extent required for purposes of determining Customer's compliance with the Privacy Rule in Subpart E of 45 CFR Part 164, subject to attorney-client and other applicable legal privileges.

3. Obligations and Activities of Customer

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

(b) Required Consents. Customer shall obtain from individuals any applicable consents, authorizations, and other permissions necessary or Required by Law for Customer and Infor to fulfill their obligations under this BAA and any Service Agreement(s).



(c) Limited Disclosure. Customer agrees to limit Disclosure of Protected Health Information to Infor to the minimum necessary (i) for Infor to accomplish the intended purpose of the use, disclosure, or request or (ii) as required for Infor to perform its obligations under the BAA and Service Agreement(s).

(d) Safeguards and Appropriate Use of Protected Health Information. Customer acknowledges and agrees that it is responsible for implementing appropriate privacy and security safeguards to protect its Protected Health Information in compliance with HIPAA and the HITECH Act. Throughout Customer's Use of the Covered Services, Customer agrees to implement appropriate privacy and security safeguards in the systems, applications, and software that Customer controls, configures, and uploads.

(e) Limited Disclosure of Protected Health Information. Without limitation, Customer shall refrain from including Protected Health Information in information Customer submits to Infor for Covered Support Services in connection with technical support requests or through any community support forums. For Covered Professional Services, Customer will notify Infor in writing of the presence of Protected Health Information prior to disclosing or providing access to Infor to any Protected Health Information in connection with consulting or professional services. Additionally, Customer will refrain from entering Protected Health Information into any Infor software other than into the Covered SaaS Services. Customer acknowledges and agrees that Infor does not act as, and does not have the obligations of a Business Associate with respect to Protected Health Information: (1) once it is sent to or from Customer outside the Covered SaaS Services; (2) sent to or from an individual providing the Covered Professional Services over the public Internet; or (3) provided to Infor by Customer in violation of this BAA or the HIPAA Rules.

(f) Provisions for Customer to Notify Infor of Privacy Practices Limitations, Changes, and Restrictions.

Customer shall promptly notify Infor of:

- (i) any limitation(s) in Customer's notice of privacy practices under 45 CFR 164.520
- (ii) any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, and
- (iii) any restriction(s) on the use or disclosure of Protected Health Information that Customer has agreed to or is required to abide by under 45 CFR 164.522,

to the extent that such limitation, changes, and/or restrictions will or may affect Infor's use or disclosure of Protected Health Information.

4. Permitted Uses and Disclosures by Infor

(a) Performance of the Services Agreement. Except as otherwise limited in this BAA, Infor may Use and Disclose Protected Health Information for, or on behalf of, Customer as contemplated in any agreement into which the Parties enter or in this BAA, provided that any such Use or Disclosure would not violate the HIPAA Rules if done by Customer, unless expressly permitted under paragraph (b) of this section.

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

5. Term and Termination

(a) Term. The Term of this BAA shall begin on the Effective Date and shall remain in full force and effect until the sooner of: (i) the date the BAA is mutually terminated; (ii) the date that either Party terminates the BAA for cause as authorized in



paragraph 5(b); or (iii) termination or expiration of all Service Agreement(s) giving rise to Customer's Business Associate relationship with Infor.

(b) Termination for Cause. In the event either Party materially breaches this BAA, the non-breaching Party may terminate this BAA for cause, with such termination effective upon notice in accordance with the notice provisions of this BAA. The non-breaching Party may, in its discretion, provide the other Party with a period to cure such breach.

(c) Termination of BAA Prior to Termination of Service Agreement(s). If this BAA is terminated prior to the termination of the Service Agreement(s), Customer may continue to Use the Covered Services in accordance with the terms of the Service Agreement(s) but Customer must delete any Protected Health Information it maintains in the Covered SaaS Services and cease to create, receive, maintain, or transmit such Protected Health Information to Infor.

(d) Obligations of Infor Upon Termination. Upon termination or expiration of the BAA for any reason, where feasible, Infor shall return or destroy all Protected Health Information received from, or created or received by Infor on behalf of, Customer that Infor possesses. If such return or destruction of all Protected Health Information is not feasible upon termination, Infor will extend the protections of this BAA to any remaining Protected Health Information and limit further Uses and Disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible until such time as it is feasible to return or destroy such Protected Health Information.

6. Miscellaneous

(a) Choice of Law. This BAA shall be governed by and interpreted in accordance with the state laws as stated in the Service Agreement(s), without application of any conflict of laws provisions thereof, and all claims relating to or arising out of this BAA, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the state laws as stated above.

(b) Severability. If any provision, or any part of any provision, of this BAA is judicially declared to be illegal or unenforceable, the illegal or unenforceable portion or provision will be deemed stricken from this BAA, and all remaining provisions, including remaining portions of provisions, of this BAA will remain in full force and effect.

(c) Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

(d) Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. This BAA may only be modified by a writing signed by authorized representatives of the Parties. The Parties acknowledge and agree that any failure to timely agree on an amendment to the BAA that is required by law may require suspension or termination of the Covered Services until a compliant BAA is entered into by the Parties.

(e) Waiver. No waiver of any provision of this BAA shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this BAA, or the waiver by any party of any breach of this BAA, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

(f) Survival. All provisions of this BAA regarding confidentiality and security of Protected Health Information in the possession of Infor, termination provisions, including provisions governing the return or destruction of Protected Health Information, and all provisions set forth in this Miscellaneous Section of this BAA, shall survive the termination of the BAA.

(g) Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules and other applicable federal and state laws and regulations. If any provision(s) in this BAA conflict with any provision in any other agreement into which the Parties have entered, the provision(s) in this BAA shall govern. Except to the extent of any such conflict, the terms of any other agreement(s) into which the Parties have entered shall remain in full force and effect. All



captions and headings in this BAA are for the convenience of the Parties only and shall have no effect on the interpretation of this BAA.

(h) Independent Contractor. Infor is an independent contractor and is expected to perform its business activities independently and not under the day-to-day control of Customer. Neither this BAA nor any Service Agreement(s) between the Parties shall be construed to make Infor an agent of Customer for any purpose.

(i) No Third-Party Beneficiaries. Nothing express or implied in this BAA or elsewhere is intended to confer upon or shall be construed to confer upon or give any person or entity other than the Parties hereto any rights or remedies under or by reason of this BAA.

(j) Counterparts. The Parties may execute this BAA in counterparts, including PDF, facsimile, or other electronic copies, which shall together constitute one contractual agreement.

(k) Authority. Each of the individuals agreeing to this BAA on behalf of each of the Parties represent and warrant that (1) such individual has complete legal authority to bind the Party on whose behalf such individual is signing; (2) such individual has read and understands this BAA; and (3) such individual agrees, on behalf of the Party on whose behalf the individual is signing, to all terms of this BAA.

(l) Notice. The Parties agree that all reports, notifications, and other notices that are required or otherwise given by Infor or by Customer pursuant to the terms of this BAA or HIPAA will be provided in writing in electronic format. Each Party agrees to receive such electronic notices at the email address specified for such party below:

Infor Privacy Officer
Email: privacy@infor.com

Customer Contact Name: As identified in applicable Covered Service Agreement(s)
Email: As identified in applicable Covered Service Agreement(s)

If a different contact or different contact method is later preferred by Customer, Customer will provide the updated contact or contact method, in writing, to Infor's customer's sale representative. Such updated contact information must include the name, title, and email address of individual(s) to whom notices should be sent, as well as the name of Customer organization.

Customer agrees that Customer is responsible for timely providing any desired updated contact information. Customer further agrees that, if updated contact information is provided, Infor shall be authorized to use such updated contact information.