

BUSINESS ASSOCIATE AGREEMENT

Version: February 18, 2025

IMPORTANT INFORMATION

This model form of customer Business Associate Agreement ("**Model Customer BAA**") is being provided to you as an 8x8 reseller as a courtesy and for your convenience. You may modify and use this or any other BAA with your customers that you wish, but no BAA entered into between you and a customer will alter any rights or obligations between you and 8x8. Such rights and obligations are set forth in an 8x8-Reseller BAA – if do you not already have an 8x8-Reseller BAA in place and need one, please contact your 8x8 National Account Manager (NAM) or Channel Account Manager (CAM) to request one via DocuSign.

This Model Customer BAA is provided "as-is" and without any warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. 8x8 makes no representations or guarantees about its sufficiency, completeness, accuracy, or suitability, and by using this Model Customer BAA you acknowledge that you are not relying on 8x8 for such. This Model Customer BAA does not constitute legal advice, and using it does not create any attorney-client relationship – so we strongly encourage you to consult a qualified attorney to ensure it meets your specific legal needs.

See the Reseller Guidelines on the Legal Information Hub (www.8x8.com/legal) for additional important limitations and conditions of use.

[Delete this text box before using this Model Customer BAA.]

BAA-1. BAA PARTIES AND AGREEMENT. This Business Associate Agreement (this "**BAA**") is (a) entered into by and between the undersigned Business Associate (as defined in the HIPAA Regulations) ("**Business Associate**") and the undersigned customer of Business Associate ("**Customer**") and (b) a part of and incorporated in the service agreement entered into by Business Associate and Customer (the "**Customer Agreement**"). This BAA will govern and prevail in the event of any conflict with the Customer Agreement. Capitalized terms used and not defined in this BAA have the meanings assigned to them in the Customer Agreement. Capitalized terms used but not defined in this BAA or the Customer Agreement have the meanings set forth at 45 C.F.R. Parts 160, 162, and 164 (the "**HIPAA Regulations**").

BAA-2. SCOPE OF PERMITTED USE OR DISCLOSURE OF PHI. Business Associate is entitled to make the following permitted uses or disclosures of any Protected Health Information that Business Associate creates, receives, maintains, or transmits on Customer's behalf in connection with its provision of unified-communications-as-a-service and contact-center-as-a-service SaaS services ("**Services**") to Customer ("**PHI**"):

- (a) uses or disclosures as permitted or required by the Customer Agreement, to provide, manage, maintain, deploy, enhance, and improve the Services;
- (b) uses of PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;
- (c) disclosures of PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if either (i) such disclosure is "required by law" as set forth in 45 C.F.R. § 164.103 and including without limitation a requirement to disclose imposed by administrative or judicial process ("**Required by Law**") or (ii) such disclosure is to a member of Business Associate's workforce and (1) Business Associate obtains reasonable assurances from the person to whom such PHI is disclosed that such PHI will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to such person and (2) such person agrees to notify Business Associate of any instances in which such person becomes aware the confidentiality of such PHI has been compromised;
- (d) disclosures to Business Associate's subcontractors or agents, subject to Section BAA-7 (Business Associate's Use of Agents); and
- (e) uses or disclosures otherwise Required by Law.

Notwithstanding the foregoing, Business Associate will not use or disclose PHI (A) for any purpose other than such permitted uses or disclosures or (B) in violation of the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “**HIPAA Privacy Rule**”). Business Associate will make reasonable efforts to limit the uses and disclosures of PHI to the minimum necessary to accomplish the intended purpose of such uses and disclosures in accordance with the HIPAA Privacy Rule.

BAA-3. CUSTOMER BAA OBLIGATIONS. Customer will:

- (a) notify Business Associate of any limitations in the notice of privacy practices of Customer (where Customer is a “Covered Entity” as defined in the HIPAA Regulations) or the applicable upstream Covered Entity (where Customer is a “Business Associate” as defined in the HIPAA Regulations) (Customer or such Covered Entity, as applicable, the “**Applicable Covered Entity**”) under 45 C.F.R. § 164.520 to the extent that such limitation may affect Business Associate’s uses or disclosures of PHI;
- (b) notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate’s use or disclosure of PHI;
- (c) notify Business Associate of any restrictions on the use of PHI to which any Applicable Covered Entity has agreed in accordance with 45 C.F.R. § 164.522 to the extent that such restrictions may affect Business Associate’s use or disclosure of PHI; and
- (d) not request Business Associate to use or disclose PHI in any manner that would not be permissible if such use or disclosure were made by Customer or any Applicable Covered Entity, other than uses or disclosures permitted under clause (a) of Section BAA-2 (Scope of Permitted Use or Disclosure of PHI) made in the ordinary course of business.

BAA-4. PHI SAFEGUARDS. Business Associate will comply with the applicable provisions of the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C (the “**HIPAA Security Rule**”) by implementing and maintaining administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI. Business Associate will prevent the use or disclosure of PHI other than as provided for in this BAA or as Required by Law.

BAA-5. PHI BREACH NOTIFICATION. Business Associate will, within forty-eight (48) hours of its discovery of the Breach or the Security Incident, notify Customer of any Breach or Security Incident that compromises the security, integrity, or privacy of PHI to the extent required by, and in accordance with the procedures in, 45 C.F.R. § 164.410.

BAA-6. INDIVIDUAL RIGHTS. Business Associate will provide commercially reasonable cooperation with Customer’s efforts to meet any obligations that it might have to an Individual under 45 C.F.R. §§ 164.524, 164.526, or 164.528, provided that Customer acknowledges and agrees that Business Associate, as a communications service that transmits, receives, and stores the content of all communications on account of Customer’s or its users’ use of the Services (Customer’s “**Content**”) without monitoring or analyzing it, will not be able to identify Individual(s) to which any PHI within such Content relates through commercially reasonable efforts.

BAA-7. BUSINESS ASSOCIATE’S USE OF AGENTS. With respect to any subcontractor or other agent to which Business Associate provides PHI, Business Associate will, through a business associate agreement consistent with the HIPAA Security Rule and HIPAA Privacy Rule:

- (a) ensure that such agent agrees to the same restrictions and conditions on uses and disclosures of such PHI that apply to Business Associate;
- (b) ensure that such agent agrees to comply with the applicable requirements of the HIPAA Security Rule by implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in the same manner as such PHI is required to be protected under Section BAA-4 (PHI Safeguards);
- (c) ensure that such agent will notify Business Associate of any Breach or Security Incident in the same manner as notification must be made under Section BAA-5 (PHI Breach Notification);
- (d) require such agent to require any of its sub-subcontractors or other sub-agents to enter into a business associate agreement with such agent that contains the same restrictions and conditions that apply to such agent, consistent with the HIPAA Security Rule, HIPAA Privacy Rule, and the requirements of this BAA; and

- (e) authorize termination of the agreement between Business Associate and such agent if Business Associate determines that such agent has violated a material term of such agreement and such termination is permitted by the terms and conditions of such agreement.

BAA-8. AUDIT BY SECRETARY. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Customer’s, Business Associate’s, any Applicable Covered Entity’s, a subcontractor’s, or an agent’s compliance with the HIPAA Security Rule, the Standards for Notification in the Case of Breach of Unsecured Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and D, or the HIPAA Privacy Rule, provided that where the purpose of the Secretary’s inspection is to determine the compliance of Customer, any Applicable Covered Entity, or any upstream “Business Associate” (as defined in the HIPAA Regulations) or subcontractor other than Business Associate, Customer shall be responsible to Business Associate for Business Associate’s and its affiliates’ reasonable costs and expenses in connection with such inspection and complying with such request.

BAA-9. AMENDMENTS DUE TO CHANGES IN LAW. Business Associate and Customer will negotiate in good faith any amendments to this BAA, or a replacement of this BAA, to the extent necessary in order to maintain compliance with applicable law, including without limitation the Health Insurance Portability and Accountability Act of 1996, Public Law Number 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act within the American Recovery and Reinvestment Act of 2009, Public Law Number 111-5 (the HITECH Act), and the regulations promulgated thereunder.

BAA-10. TERM AND TERMINATION OF BAA. This BAA (a) becomes effective on the later of the date that the Customer Agreement becomes effective and the date that both Business Associate and Customer have entered into this BAA and (b) will continue in full force and effect until the expiration or termination of the Customer Agreement, upon which this BAA will automatically terminate. For avoidance of doubt, Business Associate’s material breach of this BAA constitutes a material breach of the Customer Agreement by Business Associate, including without limitation for purposes of any Customer right under the Customer Agreement to terminate it for Business Associate’s material breach thereof.

BAA-11. POST-TERMINATION DISPOSITION OF PHI. Upon termination of the Customer Agreement, Business Associate will, if feasible, return or destroy all PHI that Business Associate maintains at such time in any form and shall retain no copies of PHI or, if such return or destruction is infeasible (including without limitation because retention of such PHI is Required by Law), Business Associate shall extend the protection of this BAA to such PHI and shall limit further uses and disclosures to those purposes that make the return or destruction of such PHI infeasible. If return or destruction of PHI is infeasible and Business Associate retains possession of such information, the provisions of this Section BAA-11 will survive termination of the Customer Agreement. Any obligation of destruction under this Section BAA-11 will be subject to evidence or other preservation or retention requirements under applicable law.

IN WITNESS WHEREOF, Business Associate and Customer, through their authorized representatives named below, have entered into this BAA as of the date both Business Associate and Customer have executed it.

FULL LEGAL NAME OF BUSINESS ASSOCIATE:	

By:	_____
Name:	_____
Title:	_____
Date:	_____

FULL LEGAL NAME OF CUSTOMER:	

By:	_____
Name:	_____
Title:	_____
Date:	_____