

HIPAA BUSINESS ASSOCIATE ADDENDUM CANADA

This Business Associate Addendum (“Addendum”) is hereby incorporated into the Service Level Agreement by and between you, the customer (“Customer”) and Dental Imaging Technologies Corporation and Aribex, Inc. (collectively “Business Associate”) (collectively referred to herein as the “Parties”).

WHEREAS the Parties have entered into the Service Level Agreement whereby Business Associate performs certain functions, activities, or services (the “Services”) for or on behalf of Customer. In connection with the delivery of Services, Business Associate may receive from or on behalf of Customer, or may otherwise access or come into possession of, Personally Identifiable Information (as defined herein) of Third Party Individuals, which Personally Identifiable Information is subject to protection under federal and provincial Privacy Laws (as defined herein).

WHEREAS in the course of providing Services, Business Associate may collect, use, access, store, retain, transfer, disclose and/or dispose (“Handle” or “Handling”) Personally Identifiable Information and, to the extent it does Handle Personally Identifiable Information, all such Handling shall be on behalf of Customer and for Customer purposes and not on its own behalf or for its own purposes.

WHEREAS by signing and submitting Your Service Level Agreement enrollment application, you agree to be bound by these terms and conditions.

NOW, THEREFORE, in consideration of the Parties' continuing obligations under the Service Level Agreement between the Parties, the agreements herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

- a) “Breach of Security Safeguards” has the meaning given to such phrase in PIPEDA.
- b) “PHIA” means, as applicable, (i) *the Personal Health Information Protection Act* (Ontario), (ii) *the Personal Health Information Privacy and Access Act* (New Brunswick), (iii) *the Personal Health Information Act* (Nova Scotia), (iv) *the Personal Health Information Act* (Newfoundland and Labrador); and (v) similar legislation in each province or territory of Canada that governs the collection, use, disclosure and/or retention of health information, each as amended from time to time, and all regulations, rules and decrees promulgated thereunder.
- c) “PIPA” means, as applicable, (i) *the Personal Information Protection Act* (Alberta), (ii) *the Personal Information Protection Act* (British Columbia), (iii) *the Act Respecting the Protection of Personal Information in the Private Sector* (Québec); and (iv) similar legislation in each province or territory of Canada that governs the collection, use, disclosure and/or retention of information about an identifiable individual, each as amended from time to time, and all regulations, rules and decrees promulgated thereunder.
- d) “PIPEDA” means the *Personal Information Protection and Electronic Documents Act* (Canada).
- e) “Personally Identifiable Information” means, in relation to Third Party Individuals, either “personal information” or “personal health information” as defined in PIPEDA and similar personally identifiable information as defined or described under applicable Privacy Laws.
- f) “Privacy Laws” means, collectively, PHIA, PIPA and PIPEDA.
- g) “Third Party Individuals” means individuals other than Customer, but whose personal information is in the custody or control of Customer.

2. Confidentiality of Personally Identifiable Information

- a) Business Associate does not seek to Handle Personally Identifiable Information through any means, whether electronic, written or oral.
- b) Customer acknowledges that applicable Privacy Laws require it to safeguard Personally Identifiable Information from disclosure. Customer further acknowledges that medical information is considered to be highly sensitive information and agrees to adopt safeguards commensurate with the risk posed by a potential Breach of Security Safeguards.
- c) Customer agrees to use its best efforts to conceal, protect and keep confidential all Personally Identifiable Information prior to requesting or accessing any Services in order to prevent any Personally Identifiable Information from being collected by or unintentionally disclosed to Business Associate.

3. Obligations and Activities of Business Associate

Notwithstanding Section 2 above, should Business Associate Handle, or otherwise come to have custody of Personally Identifiable Information in the course of providing Services, then the following provisions shall apply in respect of that Personally Identifiable Information:

- a) Business Associate acknowledges and agrees that such Personally Identifiable Information is subject to this Addendum.
- b) Business Associate agrees not to use or disclose such Personally Identifiable Information other than as permitted or required by this Addendum to provide the Services in question or as required by law.
- c) Business Associate agrees that it will take reasonable security precautions in respect of such Personally Identifiable Information commensurate with the sensitivity of that Personally Identifiable Information.
- d) If Business Associate becomes aware of any unauthorized access or use of such Personally Identifiable Information it will notify Customer of such unauthorized access or collection provided such notice is permitted by law.
- e) If Business Associate comes to have custody of such Personally Identifiable Information through the course of providing Services (as opposed to merely accessing or viewing such Personally Identifiable Information) it will destroy that Personally Identifiable Information as soon as is practicable, in a secure manner and will confirm such destruction to Customer.

4. Notification of Change of Permission

Customer shall notify Business Associate of any changes in, or revocation of, permission by an individual to collect, use, or disclose Personally Identifiable Information, to the extent that such changes may affect Business Associate's Handling of Personally Identifiable Information.

5. Indemnity

Customer shall indemnify and save harmless Business Associate from all penalties, losses, costs and obligations arising from or related to any investigation, claim, or proceeding, including actual legal fees, penalties, fines and costs incurred by Business Associate in connection with Customer providing Business Associate with Personally Identifiable Information, regardless of whether such provision was inadvertent or not.

6. Term and Termination

(A) *Term*. The Term of this Addendum shall be effective as of the date set forth on the Service Level Agreement, and shall terminate when all the

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Personally Identifiable Information provided by Customer to Business Associate, or created or received by Business Associate for or on behalf of Customer, is destroyed or returned to Customer or, if it is infeasible to return or destroy the Personally Identifiable Information, protections are extended to such information, in accordance with the termination provisions in this Section 6.

(B) *Termination for Cause.* Upon Customer's or Business Associate's knowledge of a material breach or violation by the other party of any provision of this Addendum, then the non-breaching party shall provide written notice of the breach or violation to the other party that specifies the nature of the breach or violation. The breaching party must cure the breach or end the violation within thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching party, then the non-breaching party may terminate this Addendum and the Service Level Agreement between the Parties.

(C) *Effect of Termination.*

(i) Except as provided in paragraph (ii) of this Section, upon termination of this Addendum, for any reason, Business Associate shall return or destroy all Personally Identifiable Information received from or obtained through Customer, or created or received by Business Associate for or on behalf of Customer. This provision shall apply to Personally Identifiable Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Personally Identifiable Information.

(ii) In the event that Business Associate determines that returning or destroying the Personally Identifiable Information is infeasible, Business Associate shall extend the protections of this Addendum to such Personally Identifiable Information and limit further uses and disclosures of such Personally Identifiable Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Personally Identifiable Information.

7. Notification

With respect to notices pursuant to paragraph 3(D) above, notice shall be made by telephone to the telephone number associated with Customer's account, followed promptly by a written notice as described below.

Any notices required or provided for under this Addendum shall be made in writing and shall be either personally delivered, mailed by first class mail or sent via facsimile to the appropriate individual identified below:

For Customer: The address associated with Customer's account.

For Business Associate: Dental Imaging Technologies Corp.
1910 N. Penn Road
Hatfield, Pennsylvania 19440
Attn: Law Department

Either Party may designate a different address in writing to the other.

8. Amendment

The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the Parties to comply with the requirements of any Privacy Law, as amended.

9. Survival

The respective rights and obligations of the Business Associate under Section 6 of this Addendum shall survive the termination of this Addendum.

10. Interpretation

Any ambiguity in this Addendum shall be resolved to permit compliance with Privacy Laws. Any conflict between the terms of this Addendum and any other agreement relating to the same subject matter shall be resolved so that the terms of this Addendum supersede and replace the relevant terms of any such other agreement.

11. Assignment

Neither Party may assign either this Addendum or any of its rights, interests or obligations hereunder without the prior written approval of the other party except that Customer may assign its rights, interests or obligations hereunder pursuant to a Business Associate approved Transfer of Equipment Ownership form.

12. Severability

The provisions of this Addendum shall be severable, and if any provision of this Addendum shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Addendum shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

13. Governing Law

Except to the extent that other federal law applies, this Addendum and the obligations of the Parties hereunder will be governed by interpreted in accordance with the laws of the Province of Ontario.

14. Effect

This Addendum amends, restates and replaces in its entirety any prior business associate agreement between the parties. This Addendum supersedes all prior or contemporaneous written or oral contracts or understandings between the parties relating to their compliance with health information confidentiality laws and regulations.

15. Language

This Addendum and any supporting or ancillary documents are drafted solely in English. All Services provided hereunder or pursuant to the Service Level Agreement shall be offered and provided solely in English.