

BUSINESS ASSOCIATE AGREEMENT (BAA)

pursuant to HIPAA

for the Peer-to-Peer Communication Platform **CRYPE**

This agreement is offered as a supplementary option. The use of CRYPE without concluding a BAA is carried out at the customer's own responsibility.

1. Parties

This Business Associate Agreement (“Agreement”) is entered into between:

Business Associate:

SCS-Secure Communication Services Limited
Dubai, United Arab Emirates

SCS-Secure Communication Services Limited operates the peer-to-peer communication platform “CRYPE” (hereinafter referred to as “CRYPE”).

and

the organization that accepts this Agreement during registration or use of the CRYPE platform

(hereinafter referred to as the “Covered Entity”).

2. Purpose

The purpose of this Agreement is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, including the HIPAA Privacy Rule and Security Rule, where applicable.

This Agreement governs the use of CRYPE by the Covered Entity for secure video and messaging communication.

3. Scope of Services

CRYPE provides **peer-to-peer communication infrastructure only**, including:

- authentication
- signaling and connection establishment
- platform operation and security

Communication content is transmitted **directly between end user devices**.

4. Protected Health Information (PHI)

4.1 No Content Processing

The Business Associate **does not access, receive, store, decrypt, or process communication content**, including but not limited to:

- audio data
- video data
- messages
- files or shared screens

The Business Associate has **no technical capability** to access such content.

4.2 Limited Metadata

Potential exposure to PHI is strictly limited to **minimal technical metadata**, such as:

- user identifiers
- account status
- connection state
- system and security logs

No PHI content is stored or processed by the Business Associate.

5. Permitted Uses and Disclosures

The Business Associate may use or disclose information solely to:

- operate and maintain the CRYPE platform
- establish peer-to-peer connections
- ensure system security, stability, and abuse prevention
- provide system-level support

Use of data for analytics, marketing, profiling, or other purposes is prohibited.

6. Safeguards

The Business Associate implements appropriate administrative, technical, and physical safeguards in accordance with HIPAA, including:

- peer-to-peer communication architecture
- end-to-end encryption
- no central media servers for content processing

- no generation, storage, or management of encryption keys by the Business Associate
 - restricted administrative access
 - logging of administrative access to metadata
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7. Breach Notification

The Business Associate shall notify the Covered Entity without unreasonable delay of any security incident or breach **affecting metadata or platform infrastructure**.

Notification obligations do not apply to communication content, as such content is not accessible to the Business Associate.

8. Subcontractors

The Business Associate may engage subcontractors solely for infrastructure services (e.g. data center operations).

Such subcontractors:

- have no access to communication content
 - are not permitted to process PHI content
 - are contractually bound to equivalent security obligations
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9. Termination and Data Deletion

Users may delete their CRYPE accounts at any time.

Upon account deletion:

- all associated metadata is permanently deleted
- no communication content remains, as none is stored

No data return is required.

10. Responsibility of the Covered Entity

The Covered Entity is solely responsible for:

- determining whether HIPAA applies to its use of CRYPE
- determining whether this Agreement is required
- ensuring lawful use of CRYPE within its organization

The Business Associate does not assess the Covered Entity's regulatory obligations.

11. Limitation of Liability

The Business Associate's liability under this Agreement is limited to:

- metadata processing
- infrastructure operation as contractually agreed

The Business Associate assumes no liability for communication content.

12. Governing Law

This Agreement shall be governed by the laws of the United Arab Emirates.

To the extent applicable, the parties agree to comply with the requirements of HIPAA

13. Effectiveness of this Agreement

This Agreement becomes effective **upon acceptance during registration or use of the CRYPE platform** by the Covered Entity.

No handwritten or electronic signature is required.