

AMENDMENT ONE TO MASTER SUBSCRIPTION AGREEMENT

This Amendment ("Amendment") is made as of the Amendment Effective Date to the Master Subscription Agreement that is in effect between Rutgers, The State University of New Jersey ("Customer") and Salesforce.org as of the Amendment Effective Date (the "Agreement"). Capitalized terms not defined herein shall have the meaning assigned to them in the Agreement.

The parties hereby agree to amend the Agreement as follows:

1. HIPAA Business Associate Addendum. Salesforce.org shall cause salesforce.com, inc. to abide by the terms of the HIPAA Business Associate Addendum attached to this Amendment, and such attachment is hereby deemed added to the Agreement as an exhibit.
2. Effect of Amendment. Subject to the modifications set forth in this Amendment, the Agreement remains in full force and effect.

The parties hereby evidence their agreement as of the date of the last signature below (the "Amendment Effective Date").

CUSTOMER

SALESFORCE.ORG

<p>DocuSigned by: <i>David Fenkel</i></p> <p>By: _____ <small>19EC7EF4FDC14F5...</small></p> <p>Name: <u>David Fenkel</u></p> <p>Title: <u>Director, Purchasing & Strategic Sourcing</u></p> <p>Date: <u>9/17/2018 5:52:58 AM PDT</u></p>	<p>DocuSigned by: <i>Thy Le</i></p> <p>By: _____ <small>AEB9371B38EB4ED...</small></p> <p>Name: <u>Thy Le</u></p> <p>Title: <u>Contracts Specialist</u></p> <p>Date: <u>9/13/2018 1:42:08 PM PDT</u></p>
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EXHIBIT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum (the "**Addendum**") is made a part of and incorporated into the Agreement between Customer and Salesforce.org (each a "**Party**"; collectively, the "**Parties**"). The purpose of this Addendum is to implement certain of the requirements of the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder as supplemented and amended by the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act provisions of the American Recovery and Reinvestment Act of 2009 and the rules and regulations promulgated thereunder (collectively, "**HIPAA**"). The Parties acknowledge that those regulations include both the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 CFR Parts 160 and 164 (Subparts A & E) (the "**Privacy Rule**") and the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 CFR Parts 160 and 164 (Subparts A & C) (the "**Security Rule**").

In the course of providing those Services branded as Force.com, Sales Cloud, Service Cloud, Communities, Site.com, Database.com, Analytics Cloud, ExactTarget and Chatter (the "**Covered Services**") to Customer pursuant to the Agreement, salesforce.com ("**SFDC**") may, on behalf of Customer, receive, maintain or transmit information entered into the Covered Services as Customer Data that constitutes Protected Health Information, as defined in 45 CFR §160.103 ("**PHI**"), and as a result may, for certain purposes and under certain circumstances, be deemed a Business Associate, as such term is defined in 45 CFR §160.103, under HIPAA. "**Documentation**" means SFDC's online user guides, documentation, and help and training materials, as updated from time to time, accessible via help.salesforce.com or login to the applicable Services. For clarity, Customer acknowledges that neither SFDC, its Subcontractors, nor Salesforce.org "create" Protected Health Information in the provision of the Covered Services. This Addendum governs Customer's and Salesforce.org's respective responsibilities with respect to such PHI to the extent SFDC acts as a Business Associate to Customer, including SFDC's Use and Disclosure of PHI, as such terms are defined in 45 CFR §160.103. A capitalized term not defined herein shall have the meaning ascribed to that term in the Agreement, or, if any such term has no meaning ascribed in the Agreement, then such term shall have the meaning ascribed to it under HIPAA.

Accordingly, the Parties agree as follows:

- 1. Use and Disclosure of PHI by Customer.** Customer shall Use and Disclose PHI only as permitted by HIPAA. Customer shall not authorize, request or require SFDC to Use or Disclose PHI in any manner that would violate HIPAA if the Use or Disclosure were carried out by Customer except as permitted under HIPAA and set forth in this Addendum.
- 2. Use and Disclosure of PHI by SFDC.** Salesforce.org shall cause SFDC to Use or Disclose PHI only in the manner and for the purposes set forth in this Addendum or in accordance with the Agreement and not in any other manner or for any other purposes. Without limiting the generality of the foregoing, Customer hereby authorizes SFDC to do the following:
 - (i) Use and Disclose PHI as necessary to provide the Covered Services, to prevent or address service or technical problems and to perform customer support services to Customer; and
 - (ii) Use and Disclose PHI as Required by Law.
- 3. Protection of PHI.** In connection with its receipt, maintenance or transmission of PHI on behalf of Customer, Salesforce.org shall cause SFDC to do the following:
 - (i) In accordance with 45 CFR § 164.502(e)(1), ensure that any Subcontractors that receive, maintain or transmit PHI on behalf of SFDC agree to restrictions and conditions no less restrictive than those that

apply to SFDC in this Addendum with respect to such PHI;

- (ii) Use appropriate administrative, technical and physical safeguards, and comply, where applicable, with the Security Rule with respect to any PHI that constitutes Electronic Protected Health Information, to prevent Use or Disclosure of PHI other than as provided for by this Addendum; and
- (iii) To the extent SFDC carries out the Customer's obligations under the Privacy Rule, if applicable, comply with the requirements of the Privacy Rule that apply to the Customer in the performance of those obligations; notwithstanding the foregoing, the Parties acknowledge that, under the Agreement and this Addendum, unless otherwise agreed upon by the Parties in writing, SFDC has no obligations to carry out any of Customer's obligations under the Privacy Rule.

4 Breach Notification.

- (i) Salesforce.org shall cause SFDC to provide a written report to Customer of any Use or Disclosure of PHI not provided for in this Addendum of which SFDC becomes aware, including any Breach of Unsecured Protected Health Information within thirty (30) days of SFDC becoming aware of the Use, Disclosure, or Breach, and in accordance with 45 CFR § 164.410. Salesforce.org shall cause SFDC to provide to the Customer all information required by 45 CFR § 164.410(c) to the extent known and provide any additional available information reasonably requested by Customer for purposes of investigating the Breach, as required by HIPAA. Salesforce.org shall cause SFDC to provide Customer with commercially reasonable assistance and cooperation in investigating, responding to, and mitigating the effects of a Breach. For purposes of this Addendum, "**Breach**" means the acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exclusions set forth, in 45 CFR § 164.402
- (ii) Salesforce.org shall cause SFDC to report to Customer, without unreasonable delay, only successful Security Incidents pertaining to PHI of which SFDC becomes aware. SFDC hereby provides Customer with notice in this Section 4(ii) of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents regarding the Covered Services, which include, but are not limited to, pings and other broadcast attacks on SFDC's firewall, port scans, unsuccessful log-in attempts, denials of service attacks and any combination of the above, so long such incidents do not result in unauthorized access, Use or Disclosure of PHI. The parties agree that no further notice of unsuccessful Security Incidents is required.

5 Access by HHS. Salesforce.org shall cause SFDC to make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the United States Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA.

6 Individual Access Requests. Salesforce.org shall cause SFDC to forward to Customer any requests SFDC receives from an Individual for access to the Individual's PHI that is entered in the Covered Services by Customer to which Customer shall respond in accordance with the requirements of 45 CFR § 164.524. The parties agree that, by virtue of providing the Covered Services, Salesforce.org has caused SFDC to make available to Customer all PHI that is entered in the Covered Services by Customer, including PHI about an Individual, in order to facilitate Customer's compliance with the requirements of 45 CFR § 164.524.

7 Individual Amendment Requests. Customer shall be exclusively responsible for responding to all requests by Individuals for amendment to their PHI in accordance with HIPAA. The parties agree that, by virtue of providing the Covered Services, Salesforce.org has caused SFDC to make available to Customer all PHI that is entered in the Covered Services by Customer, including any PHI required to be made available for amendment in accordance with 45 CFR § 164.526, in a manner that allows the Customer to reasonably incorporate any amendments to the PHI in accordance with 45 CFR § 164.526.

8 Individual Accounting Requests. Salesforce.org shall cause SFDC to, in accordance with and as required by 45 CFR § 164.504(e)(2), document Disclosures of PHI made by SFDC and maintain information related to such Disclosures. Salesforce.org shall cause SFDC to make related information reasonably available to Customer to assist Customer with complying with its legal obligations under 45 CFR § 164.528 and with responding to requests by Individuals for an accounting of Disclosures of their respective PHI.

9 Termination. Upon request by Customer made in accordance with the terms of the Agreement after the effective date of termination or expiration of the Agreement, Salesforce.org shall cause SFDC to make the Customer Data submitted to the Covered Services available to Customer for return, export or download as

provided in the Documentation. SFDC will otherwise have no obligation to maintain or provide any Customer Data and will delete, overwrite, or destroy all copies of Customer Data in its systems or otherwise in its possession or control, as provided in the Documentation, unless legally prohibited. If return or destruction of Customer Data is not feasible, Salesforce.org shall cause SFDC to extend the confidentiality and security protections of this Addendum to that Customer Data and limit further Uses and Disclosures of such Customer Data to those purposes that make the return or destruction of the Customer Data infeasible.

- 10. Non-Compliance.** In the event either party becomes aware that the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of this Addendum, the non-breaching Party may request in writing that the breaching Party cure the breach or violation. If the breach or violation is not cured within 30 days of the written notice, the non-breaching Party may terminate this Addendum and the Agreement.
- 11. Amendment.** The Parties shall take such action as is necessary to amend the Agreement and this Addendum from time to time as is necessary for the Parties to comply with changes to the rules and regulations under HIPAA. If the Parties cannot agree as to a necessary amendment, either party may terminate the Agreement and this Addendum with 30 days prior written notice to the other Party.
- 12. Interpretation.** Any ambiguity in this Addendum shall be resolved to permit the parties to comply with HIPAA.