

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	Revision	ID
HIPAA Amendment (Chat Data LLC and OpenAI)	1	[REDACTED]

Contract signed by:

Chat Data LLC	Signer ID: [REDACTED]
	Email: admin@chat-data.com
Date / Time:	Jan 5, 2024 at 11:51 PM EST
IP Address:	[REDACTED]
User Agent:	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/120.0.0.0 Safari/537.36

Completed by all parties on:
Jan 5, 2024 at 11:51 PM EST

HEALTHCARE ADDENDUM

This Healthcare Addendum (together with the Business Associate Agreement attached as Exhibit A, this “**Healthcare Addendum**”), dated as of the last date set forth below (“**Addendum Effective Date**”), is by and between OpenAI, L.L.C., located at 548 Market Street, PMB 97273, San Francisco, CA 94104 (“**OpenAI**”), and Chat Data LLC (“**Customer**”) and supplements the OpenAI Business Terms agreed to by Customer (located at openai.com/policies/business-terms) or such other agreement executed by both parties for the Services (such Business Terms or other agreement executed by both parties, the “**Business Agreement**”) and any related Order Forms (collectively as supplemented by this Healthcare Addendum, the “**Services Agreement**”). Capitalized terms not defined in this Healthcare Addendum shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and the regulations promulgated thereunder (collectively, “**HIPAA**”) and, if not defined therein, elsewhere in the Services Agreement.

BACKGROUND

WHEREAS, as part of the products and services provided by OpenAI under the Services Agreement, Customer desires to receive, and OpenAI desires to provide, certain Services (as defined in the Services Agreement) that pursuant to which OpenAI may create, receive, maintain or transmit PHI;

WHEREAS, OpenAI has developed the HIPAA Workflow (as defined below) to enable the creation, receipt, maintenance, and transmittal of PHI (as defined below); and

WHEREAS, Customer desires to utilize, and OpenAI desires to provide Customer with access to, the HIPAA Workflow to enable compliance with HIPAA pursuant to the terms and restrictions set forth in this Healthcare Addendum.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Services Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

TERMS

1. HIPAA Workflow.

1.1. Purpose of HIPAA Workflow. Subject to the terms and conditions set forth in the Services Agreement, OpenAI agrees to provide Customer with access to the HIPAA Workflow during the Term set forth in the applicable Order Form. The “**HIPAA Workflow**” is a proprietary OpenAI Zero Data Retention transmission and processing solution that is designed to avoid retention of any PHI that Customer discloses to OpenAI under this Healthcare Addendum. “**Zero Data Retention**” means that data transmitted via the HIPAA Workflow will not (i) be logged for human review, (ii) result in storage of PHI persistently in the cloud, and (iii) be saved to disk or retained. The HIPAA Workflow may result in the storage of PHI temporarily in memory to perform the Services, but such storage of PHI is intended to be transient in nature.

1.2. Sharing PHI via the HIPAA Workflow. Customer is only permitted to transmit and disclose data that includes PHI through the Services: (i) via the HIPAA Workflow, (ii) once Customer’s account indicates that Zero Data Retention is activated for the Org ID associated with the HIPAA Workflow, and (3) to those endpoints that are specified at <https://platform.openai.com/docs/models/default-usage-policies-by-endpoint> as eligible for Zero Data Retention. Customer (including its Workforce, agents, contractors, Upstream Customers, and other data custodians) will not transmit or disclose data that includes PHI to OpenAI or the Services through any other form or medium. “**Protected Health Information**” or “**PHI**” has the meaning set forth in Exhibit A (Business Associate Agreement) (“**BAA**”). An “**Upstream Customer**” is a customer of Customer and may be either a Covered Entity or Business Associate (each as defined in the BAA).