

By accepting these Terms of Service, the user and the legal entity for whom user is employed or providing services (collectively, “User”) hereby agrees to the following:

1. DEFINITIONS. The following capitalized terms, as used in these Terms of Service, shall have the meanings set forth below.

“CSF” means the framework for managing information security, privacy risks, and compliance for organizations that is owned, marketed, and licensed by HITRUST as the HITRUST CSF.

“HITRUST” means HITRUST Services LLC, a Delaware limited liability company.

“HITRUST’s Property” means the CSF, HITRUST Technology (defined below), HITRUST IP Rights (defined below), Software, and any other property of HITRUST incorporated into or generated by any of the foregoing (but excluding content not owned by HITRUST).

“Personal Data” includes “personal data,” “personal information,” “personally identifiable information” or “PII”, “PHI” and similar terms, and such terms shall have the same meaning as defined by applicable Data Privacy Laws, that are processed in relation to the Terms of Service.

“HITRUST Report Center” means the HITRUST web portal used to obtain assessment status and assessment report results.

“Software” means the software and tools, including associated offline components, hosted by or on behalf of HITRUST and made available to User.

“Tech Partner” means the third-party technology provider who is utilizing the HITRUST Report Center and has identified User as an eligible party to enable User to interact with the HITRUST Report Center.

2. Access. Subject to and conditioned upon User’s compliance with these Terms of Service, HITRUST hereby grants to User a non-exclusive, non-transferable, non-

sublicensable, revocable, non-assignable, limited right to access and use the HITRUST Property solely for User's internal business use and to provide information solely to the Tech Partner, under HITRUST applicable intellectual property rights and licenses, and in accordance with the Terms of Service.

3. Representations and Warranty.

a. User hereby represents and warrants that User has full legal power and authority to enter into these Terms of Service and perform all terms and conditions hereof; and

b. User has been authorized by all required action to accept these Terms of Service and legally bind User to such Terms of Service.

2. Usage Restrictions. User will not (a) sell, resell, license, sublicense, distribute, translate, copy, decompile, reverse engineer, create derivative works of, disassemble, broadcast, modify, alter, rent, lease or commercially exploit HITRUST's Property or (b) use any of HITRUST's Property in an unlawful manner or a manner that could damage, disparage or otherwise negatively impact HITRUST.

3. Intended Use. The Services and Content are intended solely for User to use as a tool to assess risk in User's organization. User shall not, and shall not cause or permit any other person to upload, transmit or store, any information or data in or to the Software that is protected under any law or regulation governing the protection of Personal Data, patents, copyrights, trademarks, service marks, trade secrets or other intellectual property.

4. Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of

disclosure. User Confidential Information includes User data. HITRUST's Confidential Information includes HITRUST's Property and the terms and conditions of the Terms of Service. Confidential Information of each party includes business and marketing plans, technology and technical information, security reports and associated documentation, product plans and designs, financial information, and business and analytical information, pricing and pricing proposals, processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party.

5. Protection of Confidential Information. The Receiving Party agrees: (i) to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Terms of Service; and (iii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with the Terms of Service and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than and protective as those herein. Neither party will disclose the terms of the Terms of Service to any third party other than its affiliates, legal counsel, and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel or

accountants will remain responsible for such affiliate's, legal counsel's or accountant's compliance with this subsection.

6. Reservation of Rights. User acknowledges that in providing access to the HITRUST Report Center, HITRUST utilizes (i) the HITRUST name, the HITRUST logo, the HITRUST domain name, the product and service names associated with HITRUST Report Center, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how, and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "HITRUST Technology") and that HITRUST owns or licenses patent rights, trademark rights, copyrights and other intellectual property rights to the HITRUST Technology (collectively, "HITRUST IP Rights"). HITRUST and HITRUST licensors reserve all of HITRUST/their right, title, and interest in and to HITRUST's Property not expressly granted under the Terms of Service. No rights to the HITRUST Property are granted to User hereunder other than as expressly set forth herein.

7. Disclaimers. HITRUST MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND HITRUST SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

8. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF HITRUST, HITRUST'S AFFILIATES, AND HITRUST'S AND ITS AFFILIATES' LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS ARISING OUT OF OR RELATED TO THE

AGREEMENT EXCEED AN AMOUNT EQUAL TO \$1,000.

9. Agreement to Governing Law; Forum Selection; Time Limit for Claims;

Attorney's Fees. The Terms of Service (and the right and obligations of the Parties with respect to their relationship under the Terms of Service) are governed by and must be construed and enforced in accordance with the laws of the State of Texas, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

The Parties hereto consent to the jurisdiction of all federal and state courts in Texas, and agree that venue lies exclusively in Collin County, Texas. In the event of any litigation involving the construction or interpretation of the Terms of Service, the prevailing Party shall be entitled to recover from the non-prevailing Party all costs, including reasonable attorney's fees.