

HITRUST RESULTS DISTRIBUTION SYSTEM TERMS OF USE FOR ASSESSED ENTITIES

The following Terms of Use (“**Terms**”) govern all use of the HITRUST Results Distribution System (“**RDS**”) for Assessed Entities. Please read these Terms carefully because they are a binding agreement between Customer (also referred to herein as the “**Assessed Entity**”) and HITRUST Services Corp. (“**HITRUST**”). The Terms shall govern Customer’s use of RDS and its ability to distribute and share assessment report(s) and related documentation with Relying Parties (as defined below). **By using or accessing RDS, Customer agrees to be bound by these Terms.**

HITRUST offers various services and products and Customer’s use of other HITRUST services and/or products may be governed by a separate agreement specific to those services or products. Any capitalized words used and not defined herein shall have the meaning ascribed to them in the associated agreement. In the event of a conflict between an agreement specific to another HITRUST service or product and these Terms, these Terms shall prevail.

1. Intended Use for an Assessed Entity. The sole and intended use of RDS is to allow for an Assessed Entity to distribute assessment report(s) and related documentation (“**RDS Reports**”) to selected Relying Parties (“**Services**”).

RDS will allow an Assessed Entity to:

- 1.1. Select the specific RDS Reports for distribution; and
- 1.2. Select the organizations to whom the RDS Reports shall be sent (“**Relying Parties**”).

2. Assessed Entity Acknowledgments, Obligations, and Usage Restrictions.

2.1. Assessed Entity Acknowledgements and Obligations. Customer hereby acknowledges and agrees that it is solely responsible for any RDS Reports for which it elects to distribute via RDS. Customer is also solely responsible for the selection of its Relying Parties – HITRUST disclaims any and all liability for the inadvertent disclosure of RDS Reports to a Relying Party. Customer understands that its consent to use RDS cannot be revoked without notifying HITRUST in writing (email shall suffice). Further, Customer understands that if it revokes consent after RDS Reports have been distributed, a Relying Party may still be able to review the information distributed to them.

CUSTOMER UNDERSTANDS THAT RDS REPORTS MAY CONTAIN CONFIDENTIAL INFORMATION, AND BY USING RDS, CUSTOMER WAIVES ANY CLAIM OF CONFIDENTIALITY FOR THE PURPOSE OF THESE TERMS AND SERVICES AND HEREBY RELEASES HITRUST FROM ANY LIABILITY RELATING TO OR ARISING OUT OF ANY INFORMATION SHARED IN AN RDS REPORT. CUSTOMER DISTRIBUTES RDS REPORTS AT ITS OWN RISK AND UNDERSTANDS THAT RDS REPORTS ARE SHARED WITH RELYING PARTIES WHO ARE ABLE TO REVIEW THE INFORMATION AND UNDERSTAND THAT RELYING PARTIES MAY NOT BE BOUND UNDER ANY CONFIDENTIALITY OBLIGATIONS.

2.2. Assessed Entity Usage Restrictions. Customer will not: (i) modify or alter any RDS Reports that may be distributed via RDS; (ii) sell, resell, license, sublicense, distribute, translate, decompile, reverse engineer, create derivative works of, disassemble, broadcast, modify, alter, rent, lease, or commercially exploit RDS; (iii) use any “deep link,” “page scrape,” “robot,” “spider,” or other automatic device, program, script, algorithm or methodology, or any similar or equivalent process, to access, acquire, copy, or monitor RDS, or in any way reproduce or circumvent the navigational structure or presentation of any portion of RDS; (iv) take any action that, in HITRUST’s sole judgment and discretion, imposes an unreasonable or disproportionately large load on RDS or any of HITRUST’s systems or networks, or any networks or systems connected thereto; (v) use any device, software, or routine to interfere with the proper working of RDS or any of HITRUST’s systems or networks, or any transaction conducted thereon; (vi) market, co-brand, private label, separately distribute, resell, or otherwise permit third parties to access and use any portion of RDS; (vii) interfere with or disrupt the integrity or performance of RDS, HITRUST’s Services, or third-party data contained therein; or (viii) attempt to gain unauthorized access to RDS, HITRUST’s Services, or its related systems or networks.

3. License Granted to HITRUST. By accessing and opting into RDS, Customer hereby grants HITRUST and HITRUST Affiliates a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, transferable, and sublicensable license to use, host, copy, reproduce, alter, create derivative works of, transmit, display, and otherwise modify Customer’s De-Identified Data for purposes of preparing internal reports, providing statistical analysis, and other similar uses, relating to the usage and functioning of the RDS, and conducting research and analysis related thereto.

4. Modifications and Termination. HITRUST reserves the right to modify the MyCSF Tool/Portal and RDS capability at any time, with or without notice to Customer. For example, HITRUST may add or remove functionality or features and may suspend or stop a particular feature altogether. HITRUST reserves the right to charge a fee for any of our features at any time. HITRUST also reserves the right to terminate Customer’s use of RDS at any time, with or without notice.

5. Customer’s RDS Instance/Account. Customer may be required to create an account and password to use the RDS service or features. Customer may not share its account information, and, except for RDS Reports, any material received through the account with any other parties. Customer should keep its account and password confidential, and in the event the account may have been compromised, notify HITRUST immediately.

6. HITRUST Privacy Policy. HITRUST’s Privacy Policy details the use of any data it has collected. HITRUST takes appropriate steps to ensure that Customer’s information is protected and consistent with the principles set forth under HITRUST’s Privacy Policy. If Customer wants its data or information updated, reviewed, or deleted, please submit a request to info@HITRUSTAlliance.net.

The Privacy Policy can be reviewed here: <https://hitrustalliance.net/privacy-policy>.

7. Representations, Warranties, and Disclaimers.

7.1. Customer Representations and Warranties. By accepting the Terms hereunder, Customer represents and warrants to HITRUST that:

- 7.1.1. Customer has full legal power and authority to enter into the Terms.
- 7.1.2. The Terms do not conflict with any other contract, agreement, ruling, or order by which Customer is bound.
- 7.1.3. Customer is not and will not be a direct competitor of HITRUST or any of its Affiliates.
- 7.1.4. Neither Customer nor any of its Affiliates will: (i) exceed any usage limits or restrictions imposed by HITRUST; (ii) introduce Malicious Code into RDS, the Services, or any of HITRUST's Property or systems; or (iii) reverse engineer, decompile, modify, alter, sell, sublicense, display, rent, lease, transmit, publish, or distribute any of HITRUST's Property or the Content shared through RDS.
- 7.1.5. Customer will comply with all laws, rules, and regulations applicable to Customer with respect to the Terms.

7.2. Disclaimers. WHILE HITRUST ENDEAVORS TO PROVIDE ACCURATE AND RELIABLE INFORMATION, INFORMATION CONTAINED WITHIN THE RDS REPORTS ARE BASED ON DOCUMENTATION PROVIDED BY CUSTOMER, FOR WHICH HITRUST DISCLAIMS ANY AND ALL LIABILITY, AND 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. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. WHILE HITRUST ENDEAVORS TO PROVIDE RELIABLE INFORMATION, SERVICES, PROGRAMS, SOFTWARE, AND MATERIALS, THE INFORMATION, SERVICES, PROGRAMS, SOFTWARE, AND MATERIALS AVAILABLE ON OR THROUGH RDS, THE SERVICES, OR CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. HITRUST IS NOT RESPONSIBLE FOR ANY POSTINGS PROVIDED BY CUSTOMER OR ANY OTHER PERSON THAT ARE AVAILABLE THROUGH OR FROM RDS, THE SERVICES, OR CONTENT. HITRUST MAY MAKE MODIFICATIONS TO RDS, THE SERVICES, AND CONTENT AND ANY INFORMATION, PROGRAMS, SOFTWARE, AND MATERIALS PROVIDED IN CONNECTION THEREWITH AT ANY TIME AND FOR ANY REASON. CUSTOMER ASSUMES THE SOLE RISK OF DISTRIBUTING RDS REPORTS AND MAKING USE OF AND/OR RELYING ON THE SERVICES, PROGRAMS, SOFTWARE, AND MATERIALS AVAILABLE THROUGH RDS, THE SERVICES, AND CONTENT. HITRUST MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE RESULTS

THAT CAN BE ACHIEVED FROM, OR THE USE, FUNCTIONALITY, AVAILABILITY, SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE INFORMATION, SERVICES, PROGRAMS, SOFTWARE, AND MATERIALS AVAILABLE THROUGH RDS, THE SERVICES, AND CONTENT FOR ANY PURPOSE. HITRUST DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT RDS, THE SERVICES, OR CONTENT WILL OPERATE ERROR-FREE OR IN AN UNINTERRUPTED FASHION, OR SECURELY, OR THAT RDS, THE SERVICES, CONTENT, OR ANY FILES OR INFORMATION THAT CUSTOMER OBTAINS OR DOWNLOADS FROM RDS, THE SERVICES, OR CONTENT WILL BE FREE OF MALICIOUS CODE OR CONTAMINATION OR DESTRUCTIVE FEATURES.

8. Indemnification. Customer shall defend, indemnify and hold harmless HITRUST and all of its Affiliates and subsidiaries, and each of their respective directors, officers, shareholders, members, owners, managers, agents, attorneys, employees, and representatives for, from, and against any and all suits, claims, liabilities, causes of action, obligations, losses, damages, and cost (including attorneys' fees) incurred as a result of a third-party claim: (i) arising out or relating to Customer or Customer Users' use of HITRUST's Property or RDS capability; (ii) arising out or relating to Customer or Customer Users' violation of applicable laws, rules, or regulations; (iii) arising out or relating to Customer or Customer Users' gross negligence or willful misconduct; or (iv) arising out of or relating to Customer's breach of these Terms.

9. LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES.

9.1. 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 TERMS EXCEED AN AMOUNT EQUAL TO \$1,000.00.

9.2. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HITRUST, HITRUST'S AFFILIATES, AND HITRUST'S AND ITS AFFILIATES' LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM CUSTOMER'S USE OF RDS OR OF HITRUST PROPERTY. THESE EXCLUSIONS INCLUDE, WITHOUT LIMITATION, DAMAGES FOR BREACH OF CONFIDENTIALITY, LOST PROFITS, LOST DATA, COMPUTER FAILURE, OR THE VIOLATION OF CUSTOMER'S RIGHTS BY ANY THIRD PARTY, EVEN IF THE SERVICES ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED.

10. Governing Law; Forum Selection; Attorney’s Fees. These Terms 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 located in Texas, and agree that venue lies exclusively Collin County, Texas. In the event of any litigation involving the construction or interpretation of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs, including reasonable attorney’s fees.

11. Assignment. Customer may not transfer or assign the Terms or any rights or obligations hereunder (whether by operation of law or otherwise) or delegate any duties under these Terms without the prior written consent of HITRUST, which consent may be withheld in its sole discretion, and any purported attempt to do so in violation of this Section will be null and void. Subject to the foregoing, the Terms are binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Surviving Provisions. Section 8 (Indemnification), Section 9 (Limitation of Liability; Exclusion of Damages), and Section 12 (Surviving Provisions) will survive the termination or expiration of the Terms and any associated agreement indefinitely.

13. Severability. If any provision of the Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the Terms will remain in effect.