

SPONSORSHIP AGREEMENT – HITRUST COLLABORATE 2024

This Sponsorship Agreement (the “**Agreement**”) is made and entered into as of the date identified on the Order Form (defined below) (the “**Effective Date**”) by and between the company identified on the Order Form (“**Sponsor**”) and HITRUST Services Corp. (“**HITRUST**”) and confirms the details of Sponsor’s sponsorship of **HITRUST COLLABORATE 2024** hosted on October 1-3, 2024, at the Omni Frisco Hotel at the Star located at 11 Cowboys Way, Frisco, Texas 75034 (the “**Event**”). This Agreement shall incorporate any order form signed by the Sponsor and HITRUST that references this Agreement (“**Order Form**”). HITRUST and Sponsor are each a “**Party**” hereto, and collectively, they are the “**Parties**” hereto.

1. The Sponsorship.

1.1 Sponsor and HITRUST will develop and execute the Sponsor’s sponsorship of the Event (the “**Sponsorship**”) in accordance with the terms and conditions set forth in this Agreement and in the Order Form signed by Sponsor that references this Agreement, which is incorporated herein and made a part of this Agreement. HITRUST covenants that it will perform its responsibilities in a workmanlike and professional manner consistent at all times with the standards applicable to its industry and in accordance with applicable laws and regulations. Sponsor shall have presentation material submitted for final approval by HITRUST at least 30 days before the event, if not, HITRUST may terminate this Agreement, any Order Form, and/or suspend Sponsor's session.

1.2 In consideration of the rights granted herein, Sponsor will pay HITRUST a nonrefundable (except as stated herein) Sponsorship fee equal to the amounts set forth on the Order Form (the “**Fee**”), payable within thirty (30) days from the date of receipt of invoice.

1.3 All payments made hereunder will be made by electronic method only, which includes, but is not limited to, Automated Clearing House and Domestic Money Transfer.

2. Intellectual Property. Each Party hereby represents that it has the rights to any intellectual property, including logos, trademarks, service marks, or other similar items, being provided to the other party and that the use of such intellectual property in compliance with this Agreement does not violate or infringe upon the rights of a third party.

3. Use of Intellectual Property. Except as specifically set forth in Exhibit A, notwithstanding the termination or expiration of this Agreement, neither Party shall, without the other Party's prior written consent, which may be granted or withheld in its absolute discretion, use or refer to the name, service marks, trademarks, or logos (“**Intellectual Property**”) of the other Party. Sponsor hereby consents to HITRUST's use of any interview, audio recording, video recording, statements, voice, name, images, and or photographs obtained during the Event and hereby consents to HITRUST's release, publication, exhibition or reproduction of such materials to be used for

webcasts, promotional purposes, advertising, inclusion on websites, or social media, or any other purposes by HITRUST, its affiliates, or representatives.

4. Effective Date, Term, and Termination.

4.1 Effective Date and Term. Unless this Agreement is earlier terminated in accordance with its terms, or otherwise pursuant to the provision of this paragraph, the term of this Agreement will commence on the Effective Date and terminate on October 3, 2024 (the “**Term**”).

4.2 Termination for Breach. Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party if the other Party commits a material breach of any provision contained in this Agreement. Such notice will specify the breach and the breaching Party will have the right to cure the breach within the notice period. If the thirty (30) day period would end before the Event and the Sponsor is in breach, the Sponsor shall have fifteen (15) days to cure the breach. Upon expiration or termination of this Agreement, each Party agrees to destroy or return any materials containing the other Party’s Intellectual Property and discontinue the use of the other Party’s Intellectual Property. In the event this Agreement is terminated for material breach of a Party following the commencement of the Sponsorship activities, the Parties agree to nonetheless cooperate to the extent necessary to avoid interruption of the Event. Such cooperation will not be construed or operate to waive any claim or defense a Party may have. HITRUST may also terminate this Agreement if the Sponsor is in breach or has, in HITRUST’s reasonable judgment, breached any agreement between Sponsor and HITRUST.

4.3 Termination for Independence Reasons. Either Party may terminate this Agreement upon written notice to the other if either Party determines that the performance of any part of the Agreement would be in conflict with the law, independence, or professional rules. In the event Sponsor terminates this Agreement subject to this Section 4.3, no refund of the Fee will be due to Sponsor.

4.4 Termination by HITRUST. HITRUST may terminate this Agreement with or without cause upon forty-five (45) days written notice to the Sponsor. In the event HITRUST terminates this Agreement subject to this Section 4.4, a refund of the Fee will be due to the Sponsor.

5. Limitation of Liability. WITH THE EXCEPTION OF DAMAGES OR ALLEGATIONS RELATING TO SECTION TWO ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF USE, DATA, GOODWILL, REVENUES, OR PROFITS (WHETHER OR NOT DEEMED TO CONSTITUTE A DIRECT CLAIM OR A DIRECT DAMAGE), OR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSS, DAMAGE, OR EXPENSE (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RELATING TO THIS AGREEMENT, NOR WILL EITHER PARTY’S LIABILITY TO THE OTHER PARTY RELATING TO THIS AGREEMENT EXCEED ONE THOUSAND AND 00/100 DOLLARS

(\$1,000.00). **The provisions of this Agreement, including, without limitation, this Section 5, will apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy.**

6. Confidentiality. To the extent that, in connection with this Agreement, either Party (each, the “**Receiving Party**”) comes into possession of any confidential information of the other Party (the “**Disclosing Party**”), it will not disclose such information to any third party without the Disclosing Party’s consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The Disclosing Party hereby consents to the Receiving Party disclosing such information, (i) as expressly permitted in writing by the Disclosing Party; (ii) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining to this Agreement; or (iii) to the extent such information (a) is or becomes publicly available other than as a result of a disclosure in breach hereof, (b) becomes available to the Receiving Party on a non-confidential basis from a source that the Receiving Party believes is not prohibited from disclosing such information to the Receiving Party, (c) is already known by the Receiving Party without any obligation of confidentiality with respect thereto, or (d) is developed by the Receiving Party independently of any disclosures made to the Receiving Party hereunder. Sponsor may share confidential information of HITRUST with its affiliates and related entities who agree to keep such information confidential in a manner similar to the terms contained in this Agreement.

7. Notice. All notices to be delivered in connection with this Agreement will be (a) in writing, (b) delivered to the representatives of the Parties at the addresses set forth on the Order Form, and (c) effective on the date of delivery if delivered personally or by electronic mail, or on the second business day following the date of dispatch if delivered by next day mail using a recognized next day courier. Notices shall not be sent by regular, first-class, US Postal Service.

8. Independent Contractors. Each Party is an independent contractor and neither Party is, nor will be considered to be, nor will purport to act as, the other’s agent, partner, fiduciary, joint venture, or representative. Neither Party will have any right, power, or authority to enter into any agreement, or bind or incur any obligation or liability on behalf of, the other Party.

9. Amendments. This Agreement may not be amended except by a written agreement signed by both Parties.

10. Assignment. Neither Party may assign any of its rights or obligations (including interests or claims) relating to this Agreement. Notwithstanding the foregoing, some or all of the Parties’ responsibilities and obligations may be performed by its affiliates or unaffiliated contractors. This Agreement will be binding upon and will inure to the benefit of the Parties and each of their respective successors.

11. Waiver. No waiver of any breach of this Agreement will be deemed a waiver of any other breach, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver.
12. Headings. The headings in this Agreement are for reference purposes only, do not constitute a part of this Agreement, and will not affect its meaning or interpretation.
13. Press Releases. Neither Party will issue any press release or otherwise make any public announcement or disclosure with respect to this Agreement, any of the activities contemplated by this Agreement, or concerning the relationship between the Parties without the prior written consent of the other Party, such consent not to be unreasonably withheld.
14. Third-Party Beneficiaries. This Agreement does not create, and will not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.
15. Governing Law; Jurisdiction and Venue; Waiver of Jury Trial. This Agreement, including, without limitation, attachments, and all matters relating to this Agreement will be governed by and construed in accordance with, the laws of the State of Texas (without giving effect to the choice of law principles thereof). Any action based on, arising out of, or relating to this Agreement shall be brought and maintained exclusively in any state or federal court, in each case located in Collin County, the State of Texas. Each of the Parties hereby expressly and irrevocably consents to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection that it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. **THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS AGREEMENT.**
16. Force Majeure. Neither Party will be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire, epidemic or other casualties, an act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority, or any issue with the intended Event site outside the control of the HITRUST that would make it unsuitable for the Event or for the intended dates of the Event.
17. Unlawful Conduct. Each Party represents and warrants that it has a Code of Ethics that prohibits unlawful conduct, including bribery, and that it implements processes designed to ensure compliance with such Code of Ethics and with applicable anti-corruption laws.
18. Disclaimer of Warranty. Nothing in this Agreement, any attachments hereto, or any marketing material released by the Event Organizer shall be construed as a representation made or warranty given regarding the number or type of attendees at the Event.

19. Survival of Rights and Obligations. The rights and obligations of the Parties under this Agreement that by their nature or implication continue beyond the termination or expiration of this Agreement will survive any termination or expiration of this Agreement.

20. Entire Agreement. This Agreement, including, without limitation, any Order Forms, attachments, constitutes the entire agreement between the Parties relating to the subject matter hereof of this Agreement and supersedes all other oral or written representations, understandings, or agreements relating to the subject matter of this Agreement. In the event of any conflict or ambiguity between these terms and any attachments, these terms will control.