

HiTRUST END USER LICENSE AGREEMENT FOR AWS MARKETPLACE

1. Parties and Scope

(1) Parties

This Agreement is entered into between HiTRUST.COM (HK) Incorporated Limited (“**HiTRUST**”) and the **Buyer**.

(2) Scope

This Agreement governs the HiTRUST Veri FIDO Cloud Services (“**Subscription Service**”), along with related software and services provided by HiTRUST. This Agreement will become effective on the date of Buyer’s purchase of the corresponding Subscription.

2. Service Details

(3) Service Customization

Customizations requested by the Buyer and approved by HiTRUST at the fees agreed by both parties (e.g., service modules, third-party system integrations) shall be considered an integral part of this Agreement.

(4) Service Activation Date (Go Live Date)

The Go Live Date refers to the first date on which the Buyer’s system successfully processes transactions using the Subscription Service.

(5) Subscription Term

The Subscription Term shall commence on the Service Activation Date and shall continue in effect until the expiration of the anniversary date corresponding to the number of subscription years selected by the Buyer. If the Buyer terminates the Agreement early, without fault on the part of HiTRUST, all remaining Fees will become immediately due and payable.

3. Fees and Payment

(6) Fees

Fees consist of the annual subscription fee, any additional usage-based fees that exceed the subscription limits as set forth in the Product Listing on the AWS Marketplace, and Customization fees agreed in clause (3). All fees will be charged and collected by AWS Marketplace in accordance with its billing and payment terms.

(7) Currency and Taxes

- Fees are payable in USD, exclusive of taxes (e.g., VAT, GST, Withholding).
- The Buyer is responsible for all applicable taxes.

(8) Payment Information

All fees payable under this Agreement will be charged exclusively via the AWS Marketplace platform, in accordance with its billing and payment policies.

(9) Non-payment

HiTRUST reserves the right to suspend or terminate the Subscription Service in the event of overdue payments, unless prior agreement has been made for an extension.

4. Responsibilities

(10) HiTRUST Responsibilities

- Provide the Subscription Service API and related documentation.
- Notify the Buyer when the service is ready for integration and use.

(11) Buyer Responsibilities

- Integrate the Subscription Service API into their system and maintain accurate billing contact information.
- Ensure that the service is used in a legal and compliant manner, and does not infringe on any third-party rights.
- Not transfer, sublicense, or assign usage rights to unauthorized parties.

(12) Disputes

HiTRUST shall not be liable for any disputes between the Buyer and its customers or any third party.

5. Suspension and Termination

(13) HiTRUST Suspension Rights

HiTRUST may suspend the Subscription Service without prior notice if:

- Required by law or regulation.
- To protect the system or users from unauthorized access or attacks.

(14) Termination Rights

- HiTRUST may terminate the Agreement with ten (10) days' notice for non-payment, material breach, or insolvency.
- The Buyer may terminate the Agreement with ten (10) days' notice for HiTRUST's material breach or insolvency.

(15) Downtime Refund

If downtime exceeds eight (8) hours due to HiTRUST's fault, the Buyer is entitled to a prorated refund of the annual subscription fee.

6. Intellectual Property (IP)

(16) Buyer IP

- The Buyer retains ownership of its trademarks, service marks, and related materials.
- HiTRUST may use the Buyer's logo for marketing purposes with prior written consent, provided it does not damage the Buyer's reputation.

(17) HiTRUST IP

- The **Subscription Service** and related software are the intellectual property of HiTRUST.

- The Buyer shall not copy, reverse-engineer, or create derivative works from the software.
 - Use of HiTRUST's logo by the Buyer requires prior written approval and compliance with usage guidelines.
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7. Data and Privacy

(18) Data Retention

HiTRUST retains transaction data for twelve (12) months and will not store personally identifiable information without explicit consent.

(19) Data Security

Each Party will comply with all Data Protection Laws, and any implementations of such Laws, applicable to its performance under this Agreement. The Parties acknowledge and agree that they will consider in good faith implementing any codes of practice and best practice guidance issued by relevant authorities as they apply to applicable country specific Data Protection Laws or their implementations.

8. Liability Limitations

(20) Liability Cap

Unless applicable law requires otherwise, due to the unique nature of the services, subscription term, and service model, if HiTRUST causes any claims, HiTRUST's total liability under this Agreement, regardless of the theory of liability (whether in contract, tort, strict liability, or otherwise), shall not exceed to the total amount received by HiTRUST under this Agreement in the twelve (12) months preceding the written claim.

(21) Exclusions

HiTRUST shall not be liable for:

- Indirect, incidental, consequential, or punitive damages.
- Loss of profits, revenue, data, business opportunities, or goodwill.

(22) Mandatory Obligations

The above limitations do not apply to obligations that cannot be excluded under applicable laws.

9. Use of the Service

(23) Authorized Use

The Subscription Service is for the Buyer's exclusive use and may not be transferred, rented, or sublicensed without HiTRUST's prior written consent.

(24) Prohibited Activities

The Buyer shall not create derivative works from or misuse the service. Access is restricted to authorized personnel.

10. Force Majeure

(25) Force Majeure

HiTRUST shall not be liable for service interruptions caused by uncontrollable events such as natural disasters, labor disputes, or internet disruptions.

11. Governing Law and Dispute Resolution

(26) Governing Law

This Agreement shall be governed by the laws of Hong Kong. Any disputes arising from this Agreement shall be resolved in the courts of Hong Kong.

(27) Amendments

Any amendments to this Agreement must be in writing and signed by both parties.

12. General Provisions

(28) Notices

Notices shall be sent via email to the contact details provided by both parties on AWS market place and will be deemed received upon transmission.

(29) Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

(30) Entire Agreement

This document constitutes the entire Agreement and supersedes all prior verbal or written agreements.