



HIPAA Security Policies License Agreement

ENTITY LICENSE AGREEMENT FOR HIPAA ACADEMY SECURITY TEMPLATES

IMPORTANT—READ CAREFULLY: This Entity License Agreement ("ELA") is a legal agreement between a company (Entity) and efirst.com (an Iowa Corporation, home of The HIPAA Academy) for the HIPAA Security Policy Templates (Policies) that accompanies this ELA, which includes documents (either electronic or printed) **YOU AGREE TO BE BOUND BY THE TERMS OF THIS ELA BY INSTALLING, COPYING, OR USING THE POLICIES. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE POLICIES; YOU MAY RETURN IT FOR A FULL REFUND, IF APPLICABLE.**

The Entity has a perpetual non-exclusive license to use, copy and modify or customize the Policies within a single legal entity and all operations within that organization. A separate license for the Policies must be acquired for each separate legal entity or inter-related organization. Separate legal entities include those organizations which share any executive management, is owned or partially owned by the Entity, or have any common board of director members.

1 License Grant for Policies.

HIPAA Academy hereby grants and Licensee hereby accepts a non-exclusive perpetual license (License) to use the Policies including any associated documentation. The non-exclusive perpetual license is limited to the entity or those related entities identified at time of purchase. In the event the Entity purchases or is purchased by another organization not identified at time of purchase of the Policies, the surviving organization is bound by the terms of this license agreement.

- 1.1 The Policies are templates based on HIPAA laws and regulations and designed to assist an organization to reach compliance with said regulations and laws.
- 1.2 The Entity is not licensed to do any of the following:
 - You may not sell, resell, license, rent, lease, lend, or otherwise transfer for value, the Policies.
 - You may not distribute the Policies via Internet-based services as part of any product or service.
 - You may not copy or post any Policies through Internet-based services on any network computer or broadcast it in any media except those within the Entity.
 - You may not rent, lease, lend or provide commercial hosting services or in any way distribute these Policies without the express written consent of HIPAA Academy.
- 1.3 You must indemnify and defend HIPAA Academy against any claims or lawsuits, including attorneys' fees, that arise from or result from the licensing or distribution of the templates as modified by the Entity.
- 1.4 The name of each legal entity bound by this purchase agreement must be entered in the space provided in the agreement.
- 1.5 This ELA applies to updates, supplements or additional material that HIPAA Academy may provide to enhance features of the Policies after the date the Entity obtains the initial Policies unless they are accompanied by separate terms.

2. Proprietary Materials and Non-Disclosure

The Policies and any related promotional and supportive documentation, and all other information provided by HIPAA Academy to the Licensee, contain trade secrets and other confidential information of HIPAA Academy and its partners, and may not be used, copied, disclosed or otherwise published by Licensee or any user or other party except as permitted by this Agreement.



- 2.1 Permission is hereby given to copy the Policies or portions thereof for modification by the Licensee or distribution to staff of the Licensed Entities. Any other copying, either in electronic or paper form, of the Policies beyond the scope of this Section 2 will constitute a breach of this Agreement.
- 2.2 HIPAA Academy has the right to license the Suite and Policies through this Agreement and shall retain all such proprietary rights in the Policies.
- 2.3 Licensee will use its best efforts to limit distribution and use of the Policies to its Licensed Entities, and shall promptly notify HIPAA Academy of any case in which Licensee is aware of the Suite or individual Policies being made available to others in violation of this agreement.

3. Warranties

- 3.1 HIPAA Academy warrants that it is the owner and developer of the Policies and has the right to license their use to Licensee.
- 3.2 HIPAA Academy warranties stated in this paragraph 3 of this Agreement are in lieu of all other warranties and conditions with respect to the goods and services provided hereunder whether such warranties are expressed or implied, or statutory provided.
THESE POLICIES ARE PROVIDED "AS IS." HIPAA ACADEMY DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS LICENSEE MAY OBTAIN BY USING THE POLICIES. HIPAA ACADEMY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ANY LIABILITY OF HIPAA ACADEMY FOR A DEFECTIVE COPY OF THE POLICIES WILL BE LIMITED EXCLUSIVELY TO REPLACEMENT OF THE COPY OF THE POLICIES WITH ANOTHER COPY. IN NO EVENT WILL HIPAA ACADEMY OR ITS PARTNERS BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY FINES, LOST PROFITS OR LOST SAVINGS, EVEN IF A HIPAA ACADEMY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.
- 3.3 Licensee acknowledges that compliance with HIPAA regulations involves more than adoption of written policies, particularly regarding actual implementation of procedures and continuing education and auditing regarding both the policies and the procedures. HIPAA Academy has exercised due care in reviewing the federal materials as well as other secondary sources, but there may be issues that are not addressed in the Policies. HIPAA Academy provides these materials for use by the Licensee in its effort to comply with HIPAA. However, HIPAA ACADEMY MAKES NO REPRESENTATION, WARRANTY OR COVENANT THAT USE OF THE SUITE OR POLICIES WILL MAKE LICENSEE HIPAA COMPLIANT OR WILL OTHERWISE PROTECT LICENSEE FROM ANY CLAIM OR LIABILITY ARISING UNDER HIPAA. THE POLICIES ARE NOT INTENDED TO CONSTITUTE LEGAL ADVICE. IF LICENSEE REQUIRES LEGAL ADVICE, IT WILL SEEK THE SERVICES OF A COMPETENT LEGAL PROFESSIONAL. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction. YOUR EXCLUSIVE REMEDY: HIPAA Academy's entire liability and the Entity's exclusive remedy for any breach of this Limited Warranty or for any other breach of this ELA or for any other liability relating to the Policies shall be return of the amount of purchase
- 3.4 HIPAA Academy shall indemnify and hold Licensee harmless, at its sole cost and expense, of any claim, suit, or proceeding brought against Licensee which alleges that the Policies, as delivered and as used in accordance with the terms of this Agreement, infringes any patent, copyright, or similar proprietary right, and to pay the amount of any



judgment or settlement, provided that Licensee gives HIPAA Academy prompt notice of such claim, suit, or proceeding, and gives HIPAA Academy full information and reasonable assistance in the defense or settlement. HIPAA Academy shall be entitled to direct such defense and to settle, or otherwise dispose of, such claim, suit, or proceeding as it sees fit.

4. Term

This Agreement shall be effective on the date accepted by HIPAA Academy listed in this Agreement and shall continue in full force and effect in perpetuity, unless this Agreement is terminated as provided or the terms of this Agreement are breached.

5. Policies Updates and Upgrades

For a period of twelve months from delivery of the Suite or individual Policies to Licensee, HIPAA Academy may develop enhanced versions of them and make them available to Licensee. However, HIPAA Academy is not required to create such enhanced versions.

6. Termination

In the event of termination of this contract for breach or other reason, Licensee shall immediately destroy or return to HIPAA Academy all copies of the Policies and any related materials or documentation. The right of either party to terminate this Agreement shall not be deemed to be an exclusive remedy and each party shall be entitled to all legal rights and remedies. In the event of a breach of this agreement by either party, the affected party will notify the breaching party who has 30 days from notification to rectify.

7. Amendments

This Agreement and the license and Policies to which it applies may not be amended, modified, assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of HIPAA Academy. No right to print, copy, or otherwise reproduce the Policies, in whole or in part, is granted hereby, except as provided in this Agreement.

8. Miscellaneous Provisions of License Agreement

- 8.1 If any of the provisions of this License Agreement are found by a court of competent jurisdiction to be invalid, the balance of the provisions hereunder shall remain in full force and effect.
- 8.2 This License Agreement shall be governed by the laws of the State of Iowa.
- 8.3 In no event shall either party be liable to the other for any delay or failure to perform hereunder, when the delay or failure to perform is due to acts of God or natural disasters.
- 8.4 The titles to the various sections of this License Agreement are solely for convenience and are not part of this License Agreement for purposes of interpreting the provisions hereof.
- 8.5 This License Agreement constitutes the entire license agreement between the parties and supersedes all prior and contemporaneous agreements, promises, and representations, whether written or oral, between the parties with respect to a non-exclusive perpetual license (License) to use HIPAA Academy' Suite or individual Policies, the subject matter hereof. Whenever possible, so as to avoid conflict with any other writing regarding the license agreement, but in the event of an unavoidable conflict, the terms of this License Agreement shall control. Nothing contained in this Agreement shall be deemed or construed by the parties or by any other person as to create a relationship of principal and agent or of partnership, joint venture, or other association between the parties hereto.



The Entity listed below is the single legal entity which is licensing the Policies and agrees to the terms of this Agreement.

_____/s _____

Name _____

title _____

Date _____

ecfirst.com (HIPAA Academy)

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