



Health-ISAC, Inc. Membership Policies, Terms, and Conditions

Health-ISAC Member acknowledges and agrees to the following terms as a condition for its membership:

1. Member Benefits.

Member shall be eligible to participate in the Member benefits as listed on the Health-ISAC website. These benefits are subject to change at the sole discretion of Health-ISAC.

2. Requirement of Good Standing.

- a. Member shall be required to remain in good standing during the term of its membership in Health-ISAC. For purposes of these policies, terms, and conditions, the term “good standing” shall mean (i) all annual membership fees for member are paid and current; (ii) Member has not violated, and is currently in compliance with, these policies, terms, and conditions; and (iii) Member has, and continues to meet the eligibility qualifications for Membership as indicated on the Health-ISAC website.
- b. Member shall inform Health-ISAC immediately of any change in its ability to remain a member in good standing.

3. Security Intelligence Sharing.

Member organizations may have previous commercial relationships with each other. This is a trusted sharing community. Members should not consider using this membership for commercial soliciting or lead generation.

4. Membership Fees.

Health-ISAC charges an annual membership fee. Annual fees are based on the Member’s annual revenue and for-profit or nonprofit status, broken down into predetermined tier levels. These membership tier levels are listed on the Health-ISAC website and may change from time to time at the sole discretion of Health-ISAC. Membership fees shall be paid upon joining and in advance of each renewal. See clause 7. for details of fees payable.

5. Member Compliance with Traffic Light Protocol.

- a. All information disclosed, or otherwise submitted for reporting, sharing, or analysis by a Member or Health-ISAC, to another Member or Health-ISAC,

including any information processed, shared, stored, archived, or disclosed by a Member or Health-ISAC in connection with the programs and services delivered by Health-ISAC (collectively referred to as “**Shared Information**”) shall be classified at the time of initial disclosure by the disclosing party (Member or Health-ISAC) and thereafter received and handled by other Members and Health-ISAC strictly in accordance with its classification under the Health-ISAC Traffic Light Protocol (“**TLP**”), a copy of which is attached as Addendum 1 hereto. The TLP can be viewed and downloaded at <https://h-isac.org/h-isac-tlp-definition/>. Any Shared Information submitted without a specific TLP designation shall be deemed to be TLP AMBER.

- b. All Shared Information disclosed by a Member may be used by Health-ISAC in an anonymous and/or aggregated manner for the benefit of Health-ISAC and its Members in accordance with the originally designated TLP classification. Attribution to a particular member will not be included except where specifically authorized by the disclosing Member.
- c. Any Member receiving Shared Information shall be permitted to use the Shared Information for its own internal security purposes only and shall be responsible for ensuring that Shared Information is disseminated only to its staff on a need-to-know basis and strictly in accordance with the Traffic Light Protocol (“**Recipients**”). In the event a Member has engaged a Managed Security Service Provider (MSSP) or other vendors or contracted support (“**Contractors**”) that will receive any Shared Information on behalf of a Member, Member acknowledges that it is responsible for ensuring that its Contractors understand the TLP, abide by the TLP, and that under no circumstances is any Shared Information to be disclosed to, or used by the Contractors for the benefit of, itself or any other customer. Member shall ensure that all its’ Recipients and Contractors are aware and understand the TLP classification system and have been provided with a copy of the TLP.
- d. Member shall provide and maintain adequate and appropriate physical and cyber measures, policies, and procedures to (i) ensure the security and confidentiality, and proper handling of the Shared Information in accordance with its TLP classification, (ii) protect against any anticipated threats or vulnerabilities to the security or integrity of such Shared Information, (iii) protect against unauthorized access to or use of such Shared Information that violates its TLP classification and (iv) where possible, ensure the complete, secure and permanent disposal of such Shared Information, except Member’s Information shared in accordance with Section 5(b), as may be directed by Member or required by applicable law.
- e. Member shall promptly notify Health-ISAC and the disclosing member (collectively referred to as the “**Disclosing Party**”) if there is any actual or reasonably suspected (a) unauthorized or unlawful access to or disclosure or dissemination of any Shared Information in violation of its TLP classification, or (b) unauthorized access to any facility, hardware, computer network or system containing any Shared Information (collectively, “**Security Incidents**”). In addition to the notification as provided above, where a Security Incident has

occurred, the Member shall promptly take all steps necessary to mitigate the damages caused by the Security Incident.

- f. The Health-ISAC membership list, whether compiled in a membership directory or otherwise, is the confidential and proprietary information of Health-ISAC and is to be treated at all times as TLP AMBER. No disclosure of any member's membership in Health-ISAC or inclusion in any member directory shall be permitted without the prior written approval of Health-ISAC and such Member.
- g. Member shall comply with TLP classifications and this Section 5 at all times and acknowledge that any failure to handle Shared Information in accordance with TLP classifications or this Section 5 may result in immediate suspension or termination of membership.

6. Health-ISAC Work Product.

Except as otherwise expressly agreed in writing, Member contributions to any works of authorship generated or developed by one or more Members in connection with Membership activities or activities performed for the benefit of Health-ISAC and its' Members shall be considered "works made for hire" under the copyright laws of the United States and shall accordingly be owned exclusively by Health-ISAC. To the extent any such contributions do not qualify as "works made for hire," or if such contributions are governed by non-U.S. copyright laws, then Member agrees to and hereby does assign to Health-ISAC all of Member's right, title, and interest therein, including all rights of copyright. Member agrees to execute and deliver to Health-ISAC such other and further documents as may be reasonably required to carry out the intent of this paragraph.

7. Term, Renewal, and Termination

- a. Membership terms are for 12 months. Member may have the opportunity to purchase multiple years in advance. This agreement covers a three-year term from 5 October 2023 to 4 October 2026 at a cost of [REDACTED] Total agreement value of U\$30,000 (cGBP24,250 at current exchange rate).
- b. Membership terms renew at the end of the applicable term subject to payment of membership dues prior to the renewal date and the maintenance of the good standing of the Member. Member can expect invoices for renewals to be sent in advance of their renewal.
- c. Membership may be terminated by the Member at any time upon 30 days prior written notice to H-ISAC. No refunds will be issued in connection with any Member early termination. Membership may be terminated by Health-ISAC immediately for any violation of Sections 3, 4, and 5 herein. Membership may be terminated by Health-ISAC upon ten days' notice of any violation of these policies, terms, and conditions if such violations are not cured by Member within such a 10-day period.

- d. Membership may be suspended by Health-ISAC prior to termination for (i) failure to pay Membership Fees when due, (2) failure to remain in good standing, or (3) for any other violation of these policies, terms, and conditions.

8. Related Policies.

In addition to compliance with the policies, terms, and conditions provided herein, Member shall comply with the Health-ISAC Code of Conduct (see <https://h-isac.org/code-of-conduct/>). Member acknowledges that the Code of Conduct may be amended from time to time at the sole discretion of Health-ISAC without prior notice to Member, other than a posting on the Health-ISAC website that policy updates are available for review.

9. Limited Warranty.

Member acknowledges that except as may be specifically provided in writing, HEALTH-ISAC PROVIDES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE, OR NONINFRINGEMENT. THE PRODUCTS AND SERVICES PROVIDED BY H-ISAC TO MEMBERS OR FOR THE BENEFIT OF MEMBERS ARE PROVIDED “AS IS,” AND HEALTH-ISAC DOES NOT REPRESENT OR WARRANT THAT SERVICES WILL ACHIEVE ANY SPECIFIC RESULT OR REQUIREMENT FOR MEMBER, OR THAT SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE IN OPERATION. HEALTH-ISAC DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR ANY THIRD-PARTY MATERIALS OR SERVICES, INCLUDING ANY SHARED INFORMATION OF OTHER MEMBERS.

10. Limitation of Liability.

Member acknowledges and agrees that except with respect to any claims based on H-ISAC’s fraud, willful misconduct, or gross negligence, IN NO EVENT SHALL HEALTH-ISAC OR ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR CONTRACTORS (“ISAC PARTIES”) BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, USE, PROFIT OR REVENUE, OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE HEALTH-ISAC PARTIES’ LIABILITY FOR ANY OTHER DAMAGES SHALL BE LIMITED TO THE AMOUNTS PAID BY MEMBER FOR THE CURRENT YEAR’S MEMBERSHIP FEES UNDER THESE POLICIES, TERMS, AND CONDITIONS. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, HOWEVER, CAUSED, ARISING OUT OF OR IN CONNECTION WITH THESE POLICIES, TERMS, AND CONDITIONS, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE OR ANY OTHER BASIS.

11. Indemnification

- a. Member shall indemnify, defend and hold harmless Health-ISAC and its respective directors, officers, employees, and agents from and against any claims, losses, damages, or expenses (including reasonable attorney fees, expenses, and disbursements) by other members or third parties pertaining to the Member's breach of these policies, terms, and conditions, (including but not limited to violation of any TLP with respect to any use or disclosure of Shared Information) or Member's actual or alleged infringement of any intellectual property rights, including, without limitation, patents, copyrights, trademarks, service marks, or misappropriation of trade secrets or any similar property rights, arising from Health-ISAC or any other Member accessing, using or distributing Member information or Shared Information provided by the Member in accordance with the terms and conditions of these policies, terms, and conditions.
- b. In the event of any claim or suit relating to any matter giving rise to Member's indemnification under these policies, terms, and conditions, Health-ISAC shall promptly provide notice of such claim or suit to Member. The Member shall then have the sole right to control the conduct of the claim or suit, and Health-ISAC shall reasonably cooperate in the conduct of such claim or suit at the expense of the Member, provided, however, that Health-ISAC may, in its own discretion and at its own expense, participate in the defense of any claim including counsel of its own choosing but such participation shall not relieve the Member of its obligations to defend such claim. In no event, however, may there be a settlement of any such claim or suit without the written consent of Health-ISAC. Health-ISAC has the sole and exclusive authority to enter into any settlement that would impose an injunction or any other equitable relief on Health-ISAC.

12. Miscellaneous.

- a. Modification. Member acknowledges that Sections 1, 3, 4, and 7 may be modified by Health-ISAC at any time without prior notice to Member. All other provisions may be modified by Health-ISAC at its sole discretion at the time of renewal.
- b. Assignment. Member shall not be permitted to assign its membership or its rights and obligations hereunder without the prior written consent of Health-ISAC.

ACKNOWLEDGED AND AGREED TO ON:
22 August 2023

Member Organization's Legal Name:

NHS England
7 & 8 Wellington Place
Leeds LS1 4AP
UK

[Redacted]

[Redacted]

ADDENDUM 1

Traffic Light Protocol

Health-ISAC Traffic Light Protocol (TLP)

All information submitted, processed, stored, archived, or disposed of will be classified and handled in accordance with its classification.

Information will be classified using the *Traffic Light Protocol (TLP)*, defined as:

Classification	Target Audience
Health-ISAC RED	Restricted to a defined group (e.g., only those present in a meeting or recipient of a defined group.) Information labeled TLP RED should not be shared with anyone outside of the group.
Health-ISAC AMBER	This information may be shared with Health-ISAC members and Health-ISAC member employees with a need to know. Generally, alerts with the Health-ISAC TLP AMBER classification will be kept behind the Health-ISAC secure portal.
Health-ISAC GREEN	Information within the TLP GREEN category may be shared with Health-ISAC members and trusted partners (e.g., CERTS, law enforcement, government agencies, and other ISACs). Information in this category is not to be shared in public forums or over public channels.
Health-ISAC WHITE	TLP WHITE information may be shared freely subject to standard copyright rules.