

INFOSAFE SUBSCRIPTION TERMS AND CONDITIONS

This is a legally binding Agreement. Please read both sides of this Agreement before signing.

Subscriber represents the legal capacity to accept this agreement. If Subscriber is a business, the individual entering into and signing this agreement, represents they are authorized to bind said business. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, Subscriber agrees to the following:

1. InfoSafe Services. Subscriber understands that InfoSafe is a proprietary service that helps Subscriber implement certain best practices for information security and privacy in their business, including administrative and technical safeguards, which help Subscriber meet important information security requirements and guidelines required or recommended by one or more federal and state laws, as well as major industry regulations. Subscriber understands that InfoSafe is not a government program or is endorsed by any government agency. Some features of the InfoSafe service may not be available for computers with slower Internet connection speeds.

2. InfoSafe Certification. InfoSafe Certification is granted by INVISUS. Subscriber can become InfoSafe Certified by implementing all required InfoSafe administrative and technical safeguards according to InfoSafe program requirements. All computers used by Subscriber for any business activity must be included in Subscriber's InfoSafe subscription for Subscriber to become InfoSafe Certified. Continued InfoSafe certification by Subscriber is subject to monthly, quarterly, or annual assessments or reviews by INVISUS. INVISUS awards InfoSafe certification and reserves the right to cancel Subscriber's certified status at its discretion.

3. Minimum One (1) Year Term. SUBSCRIBER IS AGREEING IN ADVANCE TO A MINIMUM TERM OF ONE (1) YEAR OF THE INFOSAFE SERVICE. AFTER ONE YEAR, SUBSCRIBER'S SERVICE WILL AUTOMATICALLY BECOME A MONTH-TO-MONTH AGREEMENT WITH INVISUS, LLC. Certain early account termination fees apply if Subscriber cancels their InfoSafe service within the first 12 months. The prices Subscriber pays, including initial administrative and technical compliance certification services and any other setup fees, and subsequent monthly fees, are all part of the first year minimum term. Subscriber's Subscription Agreement with INVISUS, LLC starts on the date entered on this subscription agreement below and upon initial payment.

4. Thirty (30) Day Satisfaction Guarantee. If during the first month of service Subscriber is not satisfied for any reason with the INVISUS InfoSafe service, the subscription may be canceled by Subscriber without any further obligation or early termination penalties. If INVISUS has completed part or all of the initial InfoSafe administrative and technical safeguards compliance work, and Subscriber cancels in the first thirty days, Subscriber understands that INVISUS will have expended significant monies and resources to the benefit of Subscriber, and INVISUS, at its discretion, will only refund up to 50% of Subscriber's initial payment made.

5. Changes to Service. Subscriber may add or remove computers to their InfoSafe subscription at any time. INVISUS reserves the right at any time to modify any part of InfoSafe services and certification, including service fees, at its discretion. INVISUS will provide notification to Subscriber of any material changes to InfoSafe prior to the billing period in which the changes would go into effect. If Subscriber chooses to use INVISUS services after the change in service, Subscriber is accepting the changes.

6. Billing and Payments. Subscriber agrees to make all payments associated with their InfoSafe service. Subscriber's monthly service fee will be billed and charged automatically to the credit or debit card used to initiate the original InfoSafe subscription, or by other payment methods approved by INVISUS. Subscriber may change their InfoSafe service account billing to a different credit card at any time online in the Customer Account Center, or by calling INVISUS customer service. Changes to Subscriber's monthly InfoSafe billing based on additions to or cancellations to the number of computers covered by InfoSafe will be prorated for the days used during the month of change, with new monthly billing totals reflected in the next month's charges.

7. Late payments, Account Suspended. If, for any reason, payment is not made on the day it is due, Subscriber's service will be automatically suspended until their account is brought current. INVISUS will notify

Subscriber of past due amounts by email and/or by phone. Accounts that reach 60 days past due will be terminated by INVISUS. Past due accounts are returned to current status upon payment in full of all past due amounts. INVISUS may, to the extent permitted by law, charge a late fee of up to one and one-half percent (1.5%) a month (18 percent annually), or a flat \$5 a month late fee, whichever is greater, on unpaid balances. INVISUS may charge a \$25 service fee for any returned check or denial of payment by credit card, depending on applicable law. INVISUS may also charge for any collection agency fees billed trying to collect from Subscriber.

8. Subscriber Rights to End InfoSafe Subscription; Early Termination Fees. Subscriber may cancel their InfoSafe subscription any time without further obligation or penalty after their minimum one (1) year term. Subscriber may cancel their InfoSafe subscription prior to the end of their minimum one (1) year term. **HOWEVER, IF SUBSCRIBER CHOOSES TO END THIS AGREEMENT AFTER THE FIRST MONTH, BUT BEFORE THE INITIAL 12 MONTH SUBSCRIPTION IS FULFILLED; SUBSCRIBER AGREES TO PAY INVISUS A \$200 EARLY ACCOUNT TERMINATION FEE.** With early account termination, Subscriber remains responsible for all fees and charges incurred until cancellation notice has been received by INVISUS, and will not be entitled to any partial month credits or refunds.

9. Disclaimer of Warranties. Subscriber understands that **INVISUS AND THE INFOSAFE SERVICE DOES NOT GUARANTEE INFORMATION SECURITY AND THAT INFOSAFE CERTIFICATION IS NOT A GUARANTEE OF COMPLIANCE WITH ANY LAW OR REGULATION.** INVISUS makes no representations or warranties, express or implied, including, to the extent permitted by federal, state, and local law, any implied warranty of merchantability or fitness for a particular purpose. INVISUS cannot promise error-free service and doesn't authorize anyone to make any warranties on its behalf.

10. Limitation of Liability. INVISUS AND ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, OR AFFILIATES SHALL NOT BE HELD LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY DATA SECURITY BREACHES, INCIDENTS OF IDENTITY THEFT, LOSS OF BUSINESS, REVENUE, PROFITS, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND. INVISUS services may be subject to limitations, delays and other problems inherent in the use of computers, software, and the Internet. INVISUS is not responsible for any delays, delivery failures, or other damage resulting from such problems. Subscriber agrees that INVISUS is not liable for problems caused by Subscriber, Subscriber's employees, or a third party; or for other problems inherent in the use of the Internet and electronic communications, or other issues INVISUS does not control. Subscriber will defend, indemnify and hold harmless INVISUS and all of its directors, officers, employees affiliates and independent agents harmless from and against any and all claims, costs, losses, damages, judgments and expenses (including reasonable attorney's fees) arising out of or alleged to arise out of, or in connection with INVISUS services including any breach or alleged breach by Subscriber of its representations, warranties, and/or obligations pursuant to this Agreement. In the event Subscriber fails to defend and/or indemnify the indemnified party, the indemnified party has the right to defend or settle any claim on its own behalf though counsel of its own choice, and be fully reimbursed by Subscriber for all costs and expenses of such defense.

11. General Provisions. Subscriber cannot assign this Agreement or any rights or duties under it. INVISUS may assign all or part of this Agreement without notice. In the event that any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall remain in full force and effect. This Agreement is governed by the laws of the State of Utah without regard to its conflict of law principles. Subscriber agrees that any disputes arising from this Agreement will be settled by third party mediation or arbitration in the state of Utah. Any controversy or claim arising out of or relating to this Agreement will be settled by one or more neutral arbitrators on an individual basis. Only an arbitrator can decide whether an issue is arbitrable. An arbitrator can allocate the fees and costs of arbitration in an award. Any arbitration award made after completion of any arbitration is final and binding and may be confirmed in any court of competent jurisdiction.