

iSECURE SOLUTIONS COMPLIANCE TEMPLATE LICENSE AGREEMENT

This iSecure Solutions Compliance Template License Agreement (“**Agreement**”) dated as of this ____ day of _____, 20__ (the “**Effective Date**”), is made between _____, a _____ (“**Client**”), with an address at _____ and Kaneda, Roberts & Associates, Ltd. d/b/a iSecure Solutions (“**Provider**”), a Pennsylvania limited liability company with an address at 1611 Arran Way, Dresher, PA 19025.

(1) Information Security Services. Provider shall perform the following services and deliverables (collectively, the “**Services**”) for Client: (i) provide Client with access to the Compliance Template (as defined below), (ii) permit Client to attend one general audience webinar hosted by Provider relating to the Compliance Topic (as defined below) and (iii) provide Client with one (1) hour of individual consultation regarding usage of the Compliance Template. “**Compliance Template**” means the documentation, presentations and other materials made available by Provider to Client on the Effective Date through a password protected website located at [www.isecuresolutions.com] (the “**Website**”) for the purpose of facilitating the Client’s development of a customized compliance program relating to the Compliance Topic. Provider is not obligated to provide any updates, modifications or revisions to the documentation, presentations and other materials comprising the Compliance Template, including, without limitation, due to changes in applicable laws, rules or regulations. “**Compliance Topic**” means the Federal Trade Commission’s Red Flags Rule. Provider’s obligation to provide a particular Service described in clauses (i), (ii) or (iii) above shall expire, and be of no further force or effect, if such Service is not utilized or downloaded by Client, as applicable, within 90 days of the Effective Date, and Provider shall have no obligation to provide Client with access to the Website or the Compliance Template beyond the earlier to occur of (i) Client’s download of the Compliance Template and (ii) the expiration of the foregoing 90-day period.

(2) Compensation. As compensation for the Services, Client agrees to pay Provider \$3,000 (the “**Purchase Price**”) upon signing this Agreement. In addition to the Purchase Price, Client is responsible for and shall pay all sales, use or similar taxes applicable to the Services provided under this Agreement.

(3) Term of Agreement. This Agreement shall commence as of the Effective Date, and will continue until terminated in accordance with this Agreement. This Agreement may be terminated by (i) Provider at any time in the event of a material breach of this Agreement by Client (as reasonably determined by Provider) or (ii) written mutual agreement of Provider and Client.

(4) Use of Compliance Template. Upon Client’s payment in full of the Purchase Price and subject to the other terms, conditions and limitations set forth in this Agreement, Provider hereby grants to Client a limited, personal, non-exclusive, non-transferable, non-assignable (except as provided in Section (10)(iii) below), indivisible, fully-paid license to use the Compliance Template solely for its internal business purposes in connection with the development of Client customized policies and procedures relating to the Compliance Topic and the administration thereof (the “**License**”). Other than information or content specifically generated by Client for the purpose of customizing the Compliance Template in accordance with the License, Provider does not grant, and the License does not include, any right to use or create any derivative of, or modification to, the Compliance Template. Client acknowledges and agrees that the License and Client’s access to the Website is only granted to the Client. Client agrees to take all reasonable and prudent steps not to let any other person or entity learn or use the Website. Provider may block access to the Website without notice for any misuse of the Website, the License or the Compliance Template. Access to the Website and the Compliance Template is provided via the Internet through the

World Wide Web. Client is required to supply all software or hardware needed by it to access the Website, such as a computer, an Internet connection, and compatible Web browser software. In addition, Client may be required to download and/or install additional software (e.g., certain software plug-ins or software applications) in order to access certain data on the Website or comprising the Compliance Template.

(5) Intellectual Property Rights. Other than the License granted hereunder, Client agrees that it shall acquire no right, title or interest in or to the Compliance Template or the other Services, including, without limitation, any information, data, tools, processes or methods, know how or any copyrights, trademarks, service marks, trade secrets, patents or any other intellectual or intangible property or property rights of Provider relating thereto. Client shall not use Provider's trademarks, service marks, trade names or product names. Provider may include Client's name in a list of clients in promotional materials, as a reference in sales presentations or on its website.

(6) Representations and Warranties.

(i) **Authority.** Each party represents and warrants to the other that it has the power and authority to enter into this Agreement.

(ii) **No Other Warranties.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION (6), THE COMPLIANCE TEMPLATE AND ALL OTHER SERVICES, WORK PRODUCT AND DELIVERABLES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND PROVIDER: (A) DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, OR ANY WARRANTIES OF NON-INFRINGEMENT; (B) DOES NOT REPRESENT OR WARRANT THAT THE COMPLIANCE TEMPLATE OR ANY OF THE OTHER SERVICES, WORK PRODUCT OR OTHER DELIVERABLES OR ANY PORTION THEREOF WILL MEET THE NEEDS OF CLIENT, PROVIDED, HOWEVER, THAT WITHOUT LIMITING THE FOREGOING, THIS CLAUSE (B) SHALL NOT BE DEEMED TO RELIEVE PROVIDER OF ITS OBLIGATION TO PROVIDE THE SERVICES; (C) DOES NOT REPRESENT OR WARRANT THAT CLIENT OR THE COMPLIANCE TEMPLATE WILL COMPLY WITH APPLICABLE LAWS, RULES OR REGULATIONS AND (D) DOES NOT REPRESENT OR WARRANT THAT CLIENT'S NETWORK, COMPUTER SYSTEMS OR ANY PORTION THEREOF ARE OR WILL BE SECURE, OR THAT ACCESS TO THE WEBSITE OR THE COMPLIANCE TEMPLATE VIA THE INTERNET WILL BE UNINTERRUPTED. CLIENT ACKNOWLEDGES THAT (A) IMPENETRABLE SECURITY CANNOT BE ATTAINED IN REAL-WORLD ENVIRONMENTS AND THAT PROVIDER DOES NOT GUARANTEE PROTECTION AGAINST BREACHES OF SECURITY, (B) THE COMPLIANCE TEMPLATE IS A GENERAL FORM DOCUMENT THAT MAY BE PROVIDED BY PROVIDER TO ITS OTHER CUSTOMERS, AND CLIENT IS SOLELY RESPONSIBLE FOR ITS OWN INDEPENDENT REVIEW, ANALYSIS AND CUSTOMIZATION OF THE COMPLIANCE TEMPLATE AND (C) CLIENT IS SOLELY RESPONSIBLE FOR ITS COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS RELATING TO THE COMPLIANCE TOPIC OR OTHERWISE.

(7) Indemnification and Release. Client agrees to release, indemnify, defend and hold harmless Provider and its directors, officers, members, employees, agents, successors, assigns and other representatives from and against, any suits, claims, damages, fees, costs or expenses (including reasonable attorneys' fees and costs) arising from or in connection with any of the following: (a) Client's use of the Website, the Compliance Template or its breach of the License or other provisions of this Agreement or (b) Provider's performance of the Services, including, without limitation, any claims brought against Provider as a result of any damage caused or allegedly caused to Client's computer systems, network or data as a result of the performance of the Services or arising from or relating to the accuracy or sufficiency of the Compliance Template; provided, however, that the foregoing release and indemnity shall not apply to any suits, claims, damages, fees, costs or expenses that a court of competent jurisdiction shall have finally determined to have resulted from Provider's gross negligence or willful misconduct.

(8) Limitation of Liability. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, PROVIDER'S TOTAL LIABILITY TO CLIENT (AND ANY OTHER PERSON OR ENTITY) FOR ANY AND ALL LIABILITIES, CLAIMS, DAMAGES OR OTHER AMOUNTS WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWSOEVER CAUSED AND REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE, SHALL NOT, IN THE AGGREGATE, EXCEED, AND SHALL BE LIMITED TO, THE PURCHASE PRICE DEFINED ABOVE.

(9) Confidential Information. Except as expressly provided herein, the Client shall keep completely confidential, shall not publish or otherwise disclose, and shall not use for any purpose (except as expressly authorized by this Agreement) any Confidential Information (as defined below), except to the extent such disclosure is required by applicable law, rule, regulation or court order; provided, however, that Client shall immediately notify Provider of such disclosure and will cooperate with Provider to secure confidential treatment thereof. "**Confidential Information**" means (a) the terms of this Agreement, (b) the Compliance Template, (c) any document or instrument containing any portion of the Compliance Template, (d) any passwords, access codes, links or similar information provided to Client for the purpose of accessing the Compliance Template and (e) the Website.

(10) General Provisions.

(i) **Notice.** Except as otherwise herein provided, any notices under or pursuant to this Agreement shall be in writing and shall be delivered either by personal delivery, a nationally recognized overnight courier or by certified or registered mail, return receipt requested, to the respective party at the address listed on the first page of this Agreement; or at such other address as a party shall designate, by notice to the other party in the manner set forth hereinabove.

(ii) **Severability/Entire Agreement.** Each provision of this Agreement is a separate and distinct agreement and independent of each of the other provisions hereof. In the event that any provision shall be held to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair

or affect the validity and enforceability of each other provision hereof, and any such invalid or unenforceable provision shall be enforced to the maximum extent permitted by law and shall be deemed reformed accordingly, such that the intent of this Agreement can be carried out to the maximum extent possible. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous understandings or agreements, whether written or oral, relating to the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by each of the parties hereto.

(iii) **No Assignment by Client.** Client shall have no right to assign this Agreement (by operation of law or otherwise), without the prior written consent of Provider; provided, however, that Client shall have the right, upon written notice to Provider, to assign this Agreement to any person or entity that acquires all or substantially all of Client's business or assets. This Agreement shall be binding upon and inure to the benefit of Client's successors and permitted assigns.

(iv) **No Waiver.** The failure of either party to this Agreement to object to or to take action with respect to any conduct of the other party that is violation or breach of this Agreement shall not be construed as a waiver thereof.

(v) **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the Commonwealth of Pennsylvania (without regard to Pennsylvania principles of conflicts of law).

(vi) **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(vii) **Survival.** The terms and provisions of this Agreement that, by their sense and context, are intended to survive the termination of this Agreement shall so survive the termination of this Agreement, including, without limitation, Sections (5), (6)(ii), (7), (8), (9), (10)(v) and (10)(vii) and the obligation of Client to make any and all payments hereunder to Provider; provided, however, that unless otherwise specifically agreed to in writing between Provider and Client, the License granted under this Agreement shall automatically terminate upon termination of this Agreement.

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INTENDING TO BE LEGALLY BOUND, Provider and Client have caused this Agreement to be executed by their authorized representatives effective as of the Effective Date.

CLIENT:

Institution Name

By: _____
Signature

Printed Name

Title

PROVIDER:

**KANEDA, ROBERTS &
ASSOCIATES, LTD.
d/b/a iSecure Solutions**

By: _____
Kathleen K. Roberts, Principal