

InfoSafe[®] Service Agreement

Business Information

Business Name _____ Primary Contact _____

Street Address _____ Phone _____

City _____ State _____ Zip _____ Email _____

Phone _____ Total No. of Personnel _____

Number of Locations _____

Select Program(s)

InfoSafe[®] Risk Assessment Each: **\$495.00** (Reg. \$695.00)

Plus – Choose One:

InfoSafe[®] Essentials Program Year 1: **\$995.00** (Reg. \$1,295.00)
Year 2+: **\$695.00** (Reg. \$850.00)

InfoSafe[®] Certification Program

Annual

Program Cost Year 1 \$ _____

Additional Location Cost + \$ _____

Total Year 1 Cost: = \$ _____

Monthly

Program Cost Year 1 \$ _____/mo.

Additional Location Cost + \$ _____/mo.

Monthly Cost Year 1: = \$ _____/mo.

Certification Program		ALA MEMBER PRICING			
		Year 1		Year 2+ (up to 25% off)	
# Personnel	Retail	Annual	Monthly	Annual	Monthly
Up to 10	\$1,695	\$1,295	\$115	\$975	\$85
Up to 20	\$2,095	\$1,595	\$140	\$1,195	\$105
Up to 30	\$2,495	\$1,995	\$180	\$1,495	\$135
Up to 40	\$2,995	\$2,495	\$225	\$1,875	\$170
Up to 50	\$3,495	\$2,995	\$270	\$2,250	\$205
Up to 75	\$4,495	\$3,495	\$315	\$2,625	\$240
Up to 100	\$5,995	\$4,995	\$450	\$3,750	\$340
Up to 150	\$7,495	\$6,495	\$585	\$4,875	\$440
Up to 200	\$8,995	\$7,995	\$725	\$5,995	\$540
201+	Call for quote				
Additional Locations	\$200	\$20	\$200	\$20	\$20

Billing Information

To be billed now:

\$ 495 Risk Assessment

\$ _____ Essentials or Certification

\$ _____ Total

Pay by Check (annual payment only) Make check payable to "Invisus"
Mail to: INVISUS, LLC
1276 South 820 East, Suite 140
American Fork, UT 84003

Pay by Credit/Debit Card

Credit Card Type	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover	Expiration Date	_____	_____	_____	_____	_____	_____	_____
Name on Card	_____	Card #	_____	_____	_____	_____	_____	_____	_____

Service Agreement

I have read and agree to the terms of the InfoSafe Service Agreement and have the authority to legally bind the subscribing business or organization to this contract. I understand this is a minimum one (1) year agreement that automatically renews unless I otherwise cancel. I agree to pay the related monthly, annual or other costs shown above for the program and options I have selected.

InfoSafe Advisor Info

Sales ID# _____

Customer Signature _____ Date _____

INFOSAFE® PROGRAM TERMS AND CONDITIONS

This is a legally binding Agreement. Read carefully before signing.

The individual subscribing to the InfoSafe program on behalf of his or her company 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. The InfoSafe Program. InfoSafe is a proprietary INVISUS program designed to assist businesses in assessing their information security risks and implement specific best practices and safeguards to protect against the loss or exposure of sensitive or protected customer and employee information. The program also helps the business assess compliance readiness and meet the complex compliance requirements of the major federal, state, and industry regulations for safeguarding customer and employee information against identity theft and fraud.

Portions of the program are designed to be administered by the subscribing business, while other program features and services are provided by INVISUS and/or its partners as a third party to assist Subscriber in program implementation, ongoing assessment, maintenance, and certification (where applicable). The InfoSafe program provides current subscribers with certain data breach incident response services including initial guidance and crisis management consulting for responding to and working through the steps for properly managing data breach incidents. Subscriber understands that InfoSafe is not a government program nor is endorsed by any government agency.

2. InfoSafe Certification. InfoSafe Certification is available only to Subscribers on the InfoSafe Certification program. Certification is granted by INVISUS at its discretion when Subscriber implements all required administrative, technical, physical, and other safeguards according to InfoSafe program requirements. To maintain InfoSafe Certification, INVISUS conducts regular reviews of Subscribers program practices and safeguards to verify the minimum program requirements are met.

INVISUS awards the InfoSafe Certification and reserves the right to revoke Subscriber's certified status at its discretion should Subscriber fail to meet the minimum requirements of the InfoSafe program. InfoSafe Certification does not guarantee a data breach won't happen, and is not a certification of compliance with federal, state or industry regulations.

3. Other Services. Subscriber may subscribe to other related services offered by INVISUS, including but not limited to onsite consulting services, tech help desk services, business identity theft protection, employee identity theft protection, and PCI-DSS certification. Additional services, including services provided by INVISUS partner companies are an additional cost. Subscriber is responsible for charges for services provided by third party providers.

4. Thirty (30) Day Satisfaction Guarantee. If during the first 30 days of service Subscriber is not satisfied for any reason with the InfoSafe program, Subscriber may cancel the service during the first 30 days without any further obligation or early termination penalties.

5. Minimum One (1) Year Term. InfoSafe is an annual compliance management and certification program. 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 RENEW FOR SUBSEQUENT ONE YEAR TERMS UNLESS OTHERWISE CANCELLED BY SUBSCRIBER. Certain early termination fees apply if Subscriber cancels their InfoSafe service within the initial one year term. The minimum one year term starts on date of enrollment and first payment collection.

6. Payments, Late Fees. Subscriber agrees to make all payments associated with their service. Payments will be charged automatically according to the payment method used by Subscriber upon initial enrollment. If for any reason payment is not made on or before its due date, Subscriber's services and certification benefits will be automatically suspended until the account is brought current. Accounts that reach 60 days past due will be terminated. To the extent permitted by law, a late fee of up to one and one-half percent (1.5%) a month (18 percent annually) will be charged on unpaid balances. Subscriber may be charged a \$25 service fee for any returned check or denial of payment by credit or debit card, depending on applicable law. Subscriber agrees to pay any third party collection fees or costs associated with collecting on past due amounts.

7. Service Rates. Subscriber agrees to pay the service rates listed during enrollment or in Subscriber's service agreement. Rates are subject to change. Notification of such changes will be provided to Subscriber prior to the billing period in which the changes will go into effect. Service rates for the InfoSafe program are determined in part by Subscriber's number of employees, numbers of locations, and other factors. Upon renewal of services, Subscriber agrees to pay the then current rates for services based on Subscriber's then current number of employees, locations, etc.

8. Termination; Early Termination Fees. Termination of service must be received in writing prior to the next monthly billing period or 30 days prior to the annual billing date in order to prevent future billing. IF SUBSCRIBER CHOOSES TO CANCEL THEIR SERVICE AFTER THE FIRST 30 DAYS, BUT BEFORE THE INITIAL ONE YEAR TERM EXPIRES, SUBSCRIBER UNDERSTANDS THAT INVISUS WILL HAVE EXPENDED SIGNIFICANT MONIES AND RESOURCES UP FRONT

TO THE BENEFIT OF SUBSCRIBER, AND SUBSCRIBER AGREES TO PAY AN EARLY TERMINATION FEE EQUAL TO FIFTY PERCENT (50%) OF THE REMAINING INITIAL 12 MONTH TERM. No partial month credits or refunds will be issued upon service termination. Upon notice of termination, all InfoSafe benefits and services provided to Subscriber immediately end.

9. Service Changes. To keep the program current with industry best practices and changes in federal, state and industry regulations INVISUS will from time to time update or modify the InfoSafe program services and certification requirements. Notice of such changes will be provided to Subscriber. If Subscriber chooses to continue with the InfoSafe program after a change in service, Subscriber accepts the changes. If the changes have a material adverse effect on Subscriber, Subscriber may terminate this service within 30 days after the changes have become effective without early termination fees or penalties.

10. Disclaimer of Warranties. SUBSCRIBER UNDERSTANDS THAT INVISUS AND THE INFOSAFE PROGRAM DOES NOT GUARANTEE INFORMATION SECURITY OR COMPLIANCE WITH ANY LAW OR REGULATION, AND THAT THIS PROGRAM DOES NOT GUARANTEE A DATA BREACH WILL NOT HAPPEN. INFOSAFE PROVIDES THE FRAMEWORK FOR SUBSCRIBER TO IMPLEMENT THE RECOMMENDED SAFEGUARDS AND BEST PRACTICES FROM APPLICABLE LAWS AND REGULATIONS. HOWEVER, INVISUS DOES NOT WARRANT THAT SUBSCRIBER, OR ITS EMPLOYEES OR AFFILIATES, WILL IMPLEMENT OR FOLLOW PROPER SECURITY AND PRIVACY PRACTICES OR PROPERLY SAFEGUARD ALL SENSITIVE CUSTOMER, EMPLOYEE AND BUSINESS INFORMATION. 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.

11. Limitation of Liability. SUBSCRIBER UNDERSTANDS IT IS THEIR RESPONSIBILITY TO PROVIDE INVISUS WITH ACCURATE INFORMATION RELATED TO ITS BUSINESS AND OPERATIONS, AND TO MAINTAIN AND FOLLOW RECOMMENDED INFORMATION SECURITY PRACTICES. 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.

12. 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.