

Services Reseller Agreement

This SERVICES RESELLER AGREEMENT (this "Agreement") is made and entered into as of the Effective Date which is the date that the last of the parties hereto execute this Agreement set forth above (the "Effective Date") between Secure Ideas, LLC, a Florida limited liability company located at 3412 Kori Road, Jacksonville, Florida 32257 (hereinafter "SI") and the Reseller specified below ("Reseller" and together with SI, the "Parties" or individually a "Party").

1. Definitions.

"Background Technology" shall mean Intellectual Property Rights owned by, or licensed to, SI, and any update, upgrade, change or improvement thereto.

"Cause" shall mean a material breach of this Agreement by either Party that is not cured by the other Party within thirty (30) days after written notice of such breach has been given to such Party, except that if the nature of the breach is such that it cannot be cured in thirty (30) days, this Agreement shall not be terminated if such Party is taking or has taken reasonable steps (within such 30-day cure period) to cure the breach and such steps continue to be diligently pursued by such Party until the breach is cured.

"Deliverables" shall mean all output, whether electronic, documentary, tangible or intangible, created as a result of the Services provided by SI under an applicable Statement of Work, including any data, report or other documentation prepared for a Reseller Client by SI in connection with the provision of the Services, and any amendments, modifications, derivative works, revisions, changes or other improvements thereto.

"Intellectual Property Rights" shall mean, to the extent recognized in any jurisdiction, any current and future legal and/or equitable interests and rights in all intellectual property or proprietary rights, whether registered or unregistered, legal or beneficial, including: patent rights; copyrights (including, but not limited to, moral rights); trademarks, trade names and service marks; trade secret rights; and any right or form of protection of equivalent or similar nature or effect to any of them which may subsist anywhere in the world.

"Reseller Client" shall mean the ultimate end user of the Services sold by Reseller to Reseller Client

"Services" shall mean the services, and any Deliverables, sold to a Reseller Client by Reseller and provided by under this Agreement and set out in a related Statement of Work.

"Statement of Work" shall have the meaning given such term in Section 3.1.

2. Appointment. SI hereby appoints Reseller as an authorized reseller of Services to be provided by SI to Reseller for use by Reseller Clients This appointment is non-exclusive and SI

reserves the right to appoint other and/or to sell the Services itself; both of which SI already does and intends to continue to do.

3. Scope of Services.

3.1 Services. This Agreement is intended to contain the terms and conditions pursuant to which Reseller may engage SI to perform (and SI shall perform) certain audit, compliance maintenance, information technology and information security services, as more fully described in one or more Statements of Work with respect to a Reseller Client. SI and Reseller will develop and enter into one or more Statements of Work, incorporating the specific Services requested by Reseller on behalf of a Reseller Client (each as modified from time to time, a "Statement of Work"). Each Statement of Work will set forth, among other things, project scope, various project activities and tasks to be performed by SI, Deliverables and roles and responsibilities of the Parties. Each Statement of Work shall be governed by the terms of this Agreement. To the extent there are any conflicts or inconsistencies between this Agreement and any Statement of Work, the provisions of this Agreement shall govern and control. Depending on the type of Services provided to a Reseller Client pursuant to a Statement of Work, if applicable, Appendix A will apply.

3.2 Method of Performing Services. SI will determine the method, details and means of performing the Services to be carried out for a Reseller Client. Neither Reseller, nor a Reseller Client shall control the manner or determine the method of accomplishing such Services. A Reseller Client shall, however, be entitled to inspect, make suggestions or recommendations as to the details of the Services. SI agrees to devote appropriate professional time, attention and efforts to perform the Services.

4. Compensation.

4.1 Payment for Services. SI shall provide the Services to Reseller for delivery to a Reseller Client for the fees set forth in the applicable Statement of Work. The fees for Services do not include any foreign, federal, state or local sales, use or other similar taxes, however designated, levied on the Services. Reseller shall pay, or reimburse SI for all such taxes imposed on SI. This does not include any income taxes.

4.2 Expenses. Reseller agrees to reimburse SI for all reasonable expenses, in addition to all expenses pre-approved by Reseller in writing, and incurred by SI in rendering Services and providing the Deliverables hereunder, including, without limitation, reasonable shipping, travel, lodging, and meal expenses. Reseller will reimburse SI for expenses in accordance with this paragraph, 4.2, within 15 days of receipt of an invoice and receipts or other records reasonably substantiating incurrence of the expenses by SI.

4.3 Terms of Payment. SI will submit monthly invoices, either in writing or via email, for the Services performed for the prior month, unless otherwise specified on the applicable Statement of Work. Terms for payment are net fifteen (15) days from the invoice date. All amounts due are payable in U.S. dollars. Any amount owed by the Reseller which is not paid when due will bear interest at the rate of one and one-half percent (1.5%) per month or the

maximum amount allowable by law, whichever is less. Billing disputes shall not be cause for nonpayment under this Agreement. In addition, SI, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate the Services until such payment is received and may decide not to accept additional orders from Reseller. SI shall have no liability to Reseller or any Reseller Client for any such suspension or termination of Services, or non-acceptance of orders.

3.4 Billing Disputes. In the event of a good faith dispute with respect to amounts invoiced by SI, Reseller shall notify SI in writing of such good faith dispute by no later than ten (10) business days after Reseller's receipt of that invoice. Reseller shall specify in writing included on such notification the reason(s) for such dispute. If such dispute is not resolved by the parties within twenty (20) business days of SI's receipt of notification of such dispute, Reseller shall place the disputed amount into an escrow account, pending resolution of such dispute. In the event any such disputed amount is not placed in escrow, SI, in its sole discretion, may suspend performance under this Agreement or any Statement of Work until the resolution of such dispute.

4 Term and Termination.

4.1 Term. This Agreement shall commence on the Effective Date and shall continue until terminated as provided in Section 4.2 ("Term").

4.2 Termination. This Agreement may be terminated during the Term in the event of any of the following:

(i) *No Statement of Work Outstanding*. Either Party may terminate this Agreement upon written notice to the other Party when there is no outstanding Statement of Work.

(ii) *With Cause by Reseller*. Reseller may terminate this Agreement for Cause, with such termination to be effective upon Reseller giving written notice of such termination to SI.

(iii) *With Cause by SI*. SI may terminate this Agreement for Cause, with such termination to be effective upon SI's giving written notice of such termination to Reseller. Notwithstanding the foregoing, SI may terminate this Agreement immediately upon written notice to Reseller if Reseller owes fees to SI under any Statement of Work that are ten (10) business days or more past due.

(iv) Upon delivery of written notice by either Party to the other Party upon the institution of insolvency, receivership or bankruptcy proceedings of the other Party.

4.3 Effect of Termination. Upon termination of this Agreement, each Party shall return to the other Party all materials and copies thereof (whether in hard or electronic format) relating to such other Party's Confidential Information (as defined below). Upon termination of this

Agreement, all rights and obligations hereunder and under each Statement of Work shall cease, except for: (i) the payment of any fees owed to SI as of the date of termination; and (ii) the obligations hereunder that expressly survive termination.

5 Change Requests and Cooperation.

5.1 Project Schedule; Changes. Each Statement of Work will set forth the projected work effort and schedule applicable to the Services. All statements and agreements concerning time are good faith estimates based upon information available and circumstances existing at the time made, and each Statement of Work is subject to equitable adjustment upon any material change in such information or circumstances, including, but not limited to, the occurrence of an excusable delay (as provided herein) or upon modification of the scope, timing or level of work to be performed by SI. Reseller or a Reseller Client (through Reseller) may request changes to the Services by notifying SI of the requested change(s) in writing. Both Parties acknowledge that any such change(s) may increase the fees or charges payable to SI and/or the project schedule. Neither Party shall have any obligation respecting any change until an appropriate change order or amendment to the applicable Statement of Work is executed and delivered by both Parties. SI may, in its sole discretion, accept or reject any Statement of Work or any proposed changes to an existing Statement of Work. If SI does not accept Statement of Work under the terms of this Section 5.1 within five (5) Business Days of SI's receipt of the Statement of Work, the Statement of Work will lapse. No Statement of Work is binding on SI unless accepted by SI as provided in this Agreement.

5.2 Place for Performing Services. SI's personnel will perform Services for a Reseller Client either on or off Reseller Client's premises, as mutually determined by the SI and Reseller. If SI is to perform projects or tasks on Reseller Client's premises, Reseller shall ensure that the Reseller Client agrees to provide suitable working space and facilities for SI's personnel in order to perform their Services. Additionally, Reseller and Reseller Client shall indemnify SI and hold SI harmless for any claim resulting from SI's personnel working at Reseller Client's facilities and Reseller shall or shall ensure that Reseller Client maintains reasonable insurance to cover and that shall cover any such claims.

5.3 Excusable Delays and Failures. SI will be excused from delays in performing, or from its failure to perform, hereunder to the extent that such delays or failures result from causes beyond SI's reasonable control. Without limiting the generality of the foregoing, Reseller acknowledges that a Reseller Client's failure or delay in furnishing necessary information, equipment or access to facilities, delays or failure by a Reseller Client in completing tasks required of a Reseller Client or in otherwise performing Reseller or Reseller Client's obligations hereunder or under any Statement of Work and any assumption contained in a Statement of Work which is untrue or incorrect will be considered an excusable delay or excusable failure to perform hereunder and may impede or delay completion of the Services. Reseller further acknowledges that such delays or failures may result in additional charges for the Services.

5.4 Reseller Client's Personnel Commitment. Reseller shall ensure that Reseller Client will produce or make available all of its personnel who may be necessary or appropriate

for the successful implementation of the Services will, on reasonable notice, (i) be available to assist SI's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as outlined in the Statement of Work; (iii) participate in progress and other Services related meetings; (iv) contribute to system testing and data integrity testing; and (v) be available to assist SI with any other activities or tasks required to complete the Services in accordance with the Statement of Work.

5.5 Third-Party Product Purchases. If a Reseller Client is purchasing, or subsequently purchases, any third party products or services through or from SI under any Statement of Work, then Reseller shall ensure that Reseller Client shall comply with the terms and conditions relating to such third party product or service

6. Ownership. The Background Technology and Deliverables (and all other documents, deliverables and other materials generated by SI pursuant to this Agreement or any Statement of Work) shall be the sole and exclusive property of SI, unless otherwise expressly specified in the applicable Statement of Work. A Reseller Client shall have a perpetual, non-exclusive, non-transferable worldwide license to use any Deliverables delivered to Reseller or Reseller Client pursuant to a Statement of Work, and any Background Technology to the extent it is incorporated into such Deliverable, solely in furtherance of the purposes contemplated by such Statement of Work, so long as Reseller has paid SI for its Services and is not otherwise in breach of this Agreement. Reseller understands that SI is in the business of providing various services drawing upon the knowledge, understanding and expertise SI has gained in the course of working with many individual clients, both similar and different from any Reseller Client. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed to assign rights to or limit SI's use of any know-how or knowledge that is not the Confidential Information of Reseller or any Reseller Client and that SI had prior to entering this Agreement or that SI obtains during its performance under this Agreement.

7. Confidentiality. In connection with the activities contemplated by this Agreement, each Party (a "Receiving Party") may have access to confidential or proprietary technical or business information of the other Party (a "Disclosing Party"), including, without limitation, (a) know-how and trade secrets relating to the business, the affairs, products or services of such Party (whether or not reduced to writing or designated as confidential); (b) the Disclosing Party's internal coding processes, audit processes and consulting reports; (c) computer software; (d) internal personnel, financial, marketing and other business information and manner and method of conducting business; (e) the terms and conditions of this Agreement; and (f) any other material which, by its nature, should reasonably be considered confidential (collectively, "Confidential Information"). The Receiving Party will take reasonable precautions to protect the confidentiality of the Disclosing Party's Confidential Information, which precautions will be at least equivalent to those taken by the Receiving Party to protect its own Confidential Information. Except as required by law or as necessary to perform under this Agreement, the Receiving Party will not disclose the Confidential Information of the Disclosing Party or use such Confidential Information for the benefit of any third party or for its own benefit, except as required to fulfill its obligations and exercise its rights under this Agreement. The Receiving Party's obligations in this section with respect to any portion of the Disclosing

Party's disclosed Confidential Information shall terminate if such disclosed Confidential Information: (i) was in the public domain at or subsequent to the time it was communicated to the Receiving Party by the Disclosing Party through no fault of the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any obligation of confidence at or subsequent to the time it was communicated to the Receiving Party by the Disclosing Party; (iii) was developed by employees or agents of the Receiving Party independently of and without reference to any information communicated to the Receiving Party by the Disclosing Party; or (iv) was communicated by the Disclosing Party to an unaffiliated third-party free of any obligation of confidence. If the Receiving Party is required to disclose the Disclosing Party's Confidential Information in response to a valid order by a court or other governmental body, or otherwise as required by law, such disclosure may be made without liability provided that the Disclosing Party shall be promptly notified of such requirement and both Parties will stipulate to any orders, at the sole expense of the Disclosing Party, necessary to protect said information from public disclosure.

8. Non-Solicitation

8.1 Neither party shall hire or directly or indirectly solicit for employment, or induce, or actively attempt to influence any employee, contractor, or agent of the other party to terminate employment or discontinue a consultancy, contractor or other business association with the other party during the term of this Agreement and for six (6) months after the termination or expiration of this Agreement.

8.2 This Section shall not apply to or restrict the right of SI to solicit or recruit generally in the media, and shall not prohibit SI from hiring an employee of Reseller who answers any advertisement or who otherwise voluntarily applies for hire without first having been personally solicited or recruited by SI.

9. Representations and Warranties: Limitation of Liability.

9.1 Limited Warranties of SI. SI represents and warrants that the Services provided hereunder (i) will be performed in a professional manner and (ii) any Deliverables provided under a Statement of Work will reasonably conform to the specifications agreed to by the Parties in writing. Reseller shall have a period of thirty (30) days from either Reseller's or Reseller Client's discovery of a deficiency (but no more than ninety (90) days from the date of SI's performance of the Services for such Reseller Client that Reseller or such Reseller Client claims as deficient) to notify SI in writing of any deficiency in the performance of the Services. If neither Reseller nor a Reseller Client furnishes a written notice to SI specifying with reasonable particularity an alleged deficiency in the performance of the Services, such Services will be deemed to have been accepted, and SI shall have no further warranty obligation hereunder. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 9.1, SI (INCLUDING ITS AFFILIATES, SUBCONTRACTORS AND AGENTS AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS AND DIRECTORS) HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED REGARDING THE SERVICES, INCLUDING

ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.2 Representation and Warranties of Reseller. Reseller represents and warrants:

9.2.1. It owns all right, title and interest in and to, or has full and sufficient right and authority to use in the manner contemplated by this Agreement, any programming, materials or data furnished by Reseller Client to SI (directly or through Reseller) in connection with SI's performance of the Services under this Agreement.

9.2.2 It shall provide to SI all required access to a Reseller Client's facilities and to all necessary technical documentation, software, hardware, and personnel in a timely manner in order for SI to fulfill its obligations under this Agreement;

9.2.3 It shall provide to SI all necessary third party software, databases, and operating systems as defined in the Statement of Work in order for SI to perform the Services; and

9.2.4. No Federal Contractor. As a material condition of this Agreement, Reseller represents and warrants that: (1) No Reseller Client is an agency or instrumentality of the United States government; (2) this Agreement does not constitute, and is not entered to support, a federal government contract, subcontract or third party contract, and (3) SI does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor. In the event that (1) this Agreement is considered or alleged to be a federal government contract, subcontract or third party contract, or (2) by virtue of this Agreement, SI is alleged to become subject to any laws or regulations imposing any obligation to comply with an affirmative action, equal opportunity, or similar program required of federal or state government contractors or subcontractors, including without limitation Title VI and VII of the Civil Rights Act; Executive Order 11246; 29 U.S.C. §793, *et seq.*, 38. U.S.C. § 4212, *et seq.*; 41 U.S.C. § 601, *et seq.*; or the regulations promulgated in 41 C.F.R. 60-1 or 41 C.F.R. 60-2; all as amended, this Agreement shall, in SI's sole discretion, automatically terminate. Nothing herein shall prevent SI from pursuing any other rights or remedies to which SI may be entitled under this Agreement

9.2.5 Reseller Client Contracts. Reseller shall ensure that all contracts with its Reseller Clients with respect to the Services make commercially reasonable efforts to limit SI's liability and that SI is a third party beneficiary of such contracts with respect to any and all damages and warranty limitations provided thereunder.

9.3 A breach by Reseller or any Reseller Client of any of the representations and warranties contained in Section 9.2 above shall relieve SI of any and all of its obligations under this Agreement and any SOWs.

9.4 Reseller Indemnification and Hold Harmless. Reseller shall indemnify and hold harmless SI and any SI employees, affiliates, owners, shareholders, officers, directors and contractor from any and all claims arising out of this Agreement. This obligation to hold

harmless and indemnify shall apply to all claims except any claims relating to SI's grossly negligent or intentionally unlawful acts provided that Reseller has complied in all material respect with its obligations under this Agreement. This indemnification shall include an obligation to defend such claims, or to reimburse SI for its costs, fees and expenses of defense including but limited to its attorney fees actually incurred and expert fees.

9.5 Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM A BREACH BY RESELLER or RESELER CLIENT UNDER SECTION 9.2 AND RESELLER'S OBLIGATIONS UNDER SECTION 9.4, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES SUFFERED OR ASSERTED BY THE OTHER PARTY, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SI'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO, IN WHOLE OR IN PART, THIS AGREEMENT, OR ANY SERVICES, DELIVERABLES OR WORK PROVIDED UNDER THIS AGREEMENT OR OTHERWISE, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT UNDER THE SPECIFIC STATEMENT OF WORK RELATING TO THE APPLICABLE SERVICES DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS. CLIENT ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF SI AND CLIENT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4 Sole Remedy of Reseller or Reseller Client for Failure of Services. Reseller or any Reseller Client's sole remedy for failure of SI's services shall be a refund of fees paid by Reseller to SI or by a Reseller Client to Reseller with respect to the relevant Statement of Work after reasonable efforts have been made by the Parties to work together for SI to correct reasonably claimed and proved deficiencies in the Services.

10. Prohibited Conduct of Reseller

Notwithstanding anything to the contrary in this Agreement, neither Reseller nor any employee, agent, contractor, officer, director, owner or affiliate of Reseller shall:

(a) make any representations, warranties, guarantees, indemnities, similar claims, or other commitments:

(i) actually, apparently, or ostensibly on behalf of SI, or

(ii) to any Reseller Client regarding the Services, which representations, warranties, guarantees, indemnities, similar claims, or other commitments are additional to or inconsistent with any then-existing representations, warranties, guarantees, indemnities, similar claims, or other commitments in this Agreement or any written documentation provided by SI to Reseller;

(b) engage in any unfair, competitive, misleading, or deceptive practices respecting SI, SI's trademarks or the Services, including any product or service disparagement or "bait-and-switch" practices;

(c) sell or offer to sell any of the Services or any other SI-branded services, other than the Services purchased by Reseller from SI

(d) sell or show any Services to any third party, except to demonstrate the Services to one or more prospective Reseller Clients

(e) Make a bid on or otherwise attempt to qualify for a contract where Reseller directly or indirectly makes another bid using the Services – Reseller represents and warrants that if it bids on a contract or project using the Services pursuant to this Agreement, that it shall not make another bid on such contract or project;

(f) take any action that may interfere with any of SI's rights in or to SI's intellectual property, including SI's ownership or exercise thereof;

(g) challenge any right, title, or interest of SI in or to SI's intellectual property

(h) make any claim or take any action adverse to SI's ownership of SI's intellectual property;

(i) register or apply for registrations, anywhere in the world, for any mark that is similar, or confusingly similar to any mark owned by SI;

(j) use any mark, anywhere, that is confusingly similar to SI's marks;

(k) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Services purchased under this Agreement or any SI mark;

(l) misappropriate any of SI's marks for use as a domain name without prior written consent from SI; and

(m) alter, obscure, or remove any of SI's marks or copyright notices or any other proprietary rights notices placed on the Deliverables or Services purchased under this Agreement, marketing materials, or other materials that SI may provide.

11. Miscellaneous.

11.1 No Franchise or Business Opportunity Agreement. The Parties to this Agreement are independent contractors and nothing in this Agreement shall be deemed or constructed as creating a joint venture, partnership, agency relationship, franchise, or business opportunity between SI and Reseller. Neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other Party. Each Party assumes responsibility for the actions of their personnel under this Agreement and will be solely responsible for their supervision, daily direction and control, wage rates, withholding income taxes, disability benefits, or the manner and means through which the work under this Agreement will be accomplished. Except as provided otherwise in this Agreement, Reseller has the sole discretion to determine Reseller's methods of operation, Reseller's accounting practices, the types and amounts of insurance Reseller carries, Reseller's personnel practices, Reseller's advertising and promotion, Reseller's customers, and Reseller's service areas and methods. The relationship created hereby between the parties is solely that of a service provider and a reseller of those services. If any provision of this Agreement is deemed to create a franchise relationship between the parties, then SI may immediately terminate this Agreement unless the Parties negotiate in good faith to modify this Agreement so as to effect the Parties' original intent as closely as possible in a mutually

acceptable manner in order that the transactions contemplated hereby be consummated as a product reseller agreement and not a franchise agreement.

11.2 Entire Agreement; Amendment and Waiver. This Agreement and each Statement of Work incorporated herein by reference collectively contain the entire understanding between the Parties hereto with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect to the subject matter of this Agreement. The express terms of this Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by both Parties.

11.3 Section Headings. The section headings in this Agreement are for convenience only; they form no part of this Agreement and will not affect its interpretation.

11.4 Force Majeure. Any delay or failure by any Party to perform any of its obligations hereunder (except for financial or confidentiality and nondisclosure obligations) will be excused if and to the extent caused by occurrences beyond that Party's reasonable control, including acts of G-d, strikes or other labor disturbances, war (whether declared or undeclared), sabotage, terrorism, civil strife or commotion, acts by governmental authorities and any other cause or causes, whether or not similar to those specified herein, which cannot reasonably be controlled by such Party. If any such delay or failure continues for a period in excess of thirty (30) days, then, notwithstanding the termination provisions set forth above, any Party has the right to terminate this Agreement upon written notice to the other Party

11.5 Governing Law; Venue and Jurisdiction. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. EACH PARTY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF COMPETENT STATE AND FEDERAL COURTS IN THE STATE OF FLORIDA FOR ANY LITIGATION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND TO THE VENUE OF SUCH LITIGATION OR PROCEEDING IN THE STATE OR FEDERAL COURTS LOCATED IN DUVAL COUNTY, FLORIDA.

11.6 Severability. In the event that any provision of this Agreement shall be held to be illegal, or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect; provided, however, that if the severing of such provision results in a material alteration of this Agreement, the remaining provisions of this Agreement shall be adjusted equitably so that no Party benefits disproportionately.

11.7 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party

may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party; provided, however, that SI may, without the prior consent of Client, (i) assign any or all of its rights and interests hereunder to one or more of its affiliates or any successor-in-interest, provided such assignee has agreed to be bound by the terms and conditions of this Agreement and (ii) designate one or more of its qualified independent contractors to perform its obligations hereunder (in any or all of which cases SI nonetheless shall remain responsible for the performance of all of its obligations hereunder). Notwithstanding the foregoing, SI may, without the written consent of Client, assign or transfer this Agreement and SI's obligations hereunder to any third-party as part of a sale or exchange of all or substantially all of the assets of SI; provided, further, that (i) the third-party to which this Agreement is assigned or transferred under this sentence must agree to be bound by the terms and conditions of this Agreement for such assignment or transfer to be effective and (ii) upon such assignment and such acceptance, the obligations and duties of SI under this Agreement shall terminate and have no further force or effect.

11.8 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon anyone other than the Parties and their respective successors and permitted transferees or assigns.

11.9 Notices. All notices, reports, requests, approvals and other communications required or permitted under this Agreement must be in writing and will be deemed given when: (i) sent by commercial overnight courier with written verification of receipt, or (ii) sent by registered or certified mail, postage prepaid, with return receipt requested. All communications must be sent to the receiving Party's address (as provided on page 1 of this Agreement) or to any other address that the receiving Party may have, by proper notice, provided for the purpose of revising its notice address. Notices to SI shall be directed to its President at the address set forth on the first page of this Agreement. Notices to Client shall be directed to Client at its address set forth on the signature page of this Agreement (or as separately provided on an SOW).

11.10 Survival. The provisions of Sections 4.3, 6, 7, 8, 11.1-11.9 and this Section shall survive the termination or expiration of this Agreement.

11.11 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or portable document format (PDF)), all of which shall be considered an original copy of one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties hereto and delivered to the other Parties.

11.12 Individual Arbitration of Covered Disputes and Related Provisions. Applicability; Exceptions; Court and Jury Trial Waiver. Under this Section 11.12 of the Agreement, the parties mutually agree that any and all disputes arising out of or related to this Agreement ("covered disputes") shall be subject to final and binding arbitration under the arbitration provisions set forth below and not decided by a court or a jury. This means that SI and Client (collectively, the "Arbitration Parties") have selected arbitration as the sole and exclusive forum for the Arbitration Parties to sue or be sued for all covered disputes, regardless of when the

dispute first arose and irrespective of the time period(s) involved in the dispute (subject to the applicable statute of limitations), and that none of the Arbitration Parties shall have any right to bring or litigate any covered disputes in court or before a jury.

The Arbitration Parties intend to require arbitration of all covered disputes that can lawfully be arbitrated. It is understood by the parties that "covered disputes" shall include any and all such disputes not only against the Arbitration Parties but also their owners' heirs, executors, personal representatives, officers, agents, employees, members, shareholders, directors, managers, attorneys, successors and assigns and affiliates; the parties further agree that all of those described in this sentence (other than the Arbitration Parties themselves) are third-party beneficiaries of this Section 11.12. The terms of this Section 11.12 shall and will continue to apply to the Arbitration Parties regardless of the date that SI first or last provided services under this Agreement and regardless of when any covered dispute arose, subject to the applicable statute of limitations. Because the term "covered disputes" only covers disputes or claims that either party has the legal right to sue for in court or before a jury, it is understood that nothing in this Section 11.12 limits or forecloses any legal rights that either party may have to commence, participate in, or assist others in any proceeding or investigation of any nature before or related to an administrative, regulatory, or law enforcement agency.

THE ARBITRATION PARTIES WAIVE ANY RIGHT TO A TRIAL BY A JURY OF A COVERED DISPUTE OR TO HAVE A COVERED DISPUTE BE DECIDED BY A COURT OR A JURY. ANY VENUE SELECTION CONTAINED IN THIS AGREEMENT SHALL NOT BE DEEMED A WAIVER OF THIS ARBITRATION AGREEMENT BUT RATHER IN THE EVENT A COURT SHOULD SET IT ASIDE.

Usage of JAMS Streamlined or Comprehensive Arbitration Rules and Procedures; Arbitrator to Decide All Issues; Arbitrator's Decisions Are Final and Binding. Any of the Arbitration Parties shall initiate arbitration under either the Streamlined or Comprehensive Arbitration Rules and Procedures of JAMS, the largest private alternative dispute resolution provider in the world. Those Rules and Procedures are currently available for review at www.jamsadr.com (under the Rules/Clauses tab). The arbitrator (and not a court or jury) shall decide all issues in any covered dispute including but not limited to issues regarding the non-availability of class arbitration, timeliness, scope of arbitrator's authority, arbitration procedures, statute of limitations, and all other issues regarding the application, interpretation, enforceability, coverage, and implementation of this Section 11.12. The arbitrator's decisions shall be final and binding. The Arbitration Parties agree that a court of competent jurisdiction shall have the authority to enter a judgment upon the award made by the arbitrator or to confirm an arbitration award, and any such proceeding shall not itself be deemed a covered dispute.

Location of Arbitration Shall Be Closest to SI; Selection and Authority of Arbitrator; Full Remedies Available; Choice of Law; Statute of Limitations; Enforceability. The Arbitration Parties agree that any such arbitration shall be held in Jacksonville, FL, or such other location as SI may designate in its sole and absolute discretion. It is further agreed between the Arbitration Parties that a single arbitrator shall be selected by the parties to any such arbitration consistent with the applicable JAMS Rules and Procedures. To the fullest extent

permitted by law, the Arbitrator shall have the power and authority to award any remedy or relief available under applicable law and shall be the sole authority to interpret and apply the provisions in this Section 11.12 of the Agreement. This Agreement and this paragraph 11.12 including but not limited to the resolution of all covered disputes are governed by federal and state arbitration laws, except for any such arbitration law that would otherwise prohibit or bar the arbitration of covered disputes. The Arbitrator shall have the authority to apply any federal, state, or municipal law, or executive order, or any common law that the Arbitrator deems applicable to the covered dispute. In the case of state law, the Arbitration Parties authorize the Arbitrator to apply the law of the state of Florida. Any and all issues arising out of this Agreement or a covered dispute, including but not limited to issues regarding this Section 11.12 governing arbitration and its application, coverage, scope, enforceability, validity, irrevocability, remedies, location, limitations, fees (see below), awards (see below), attorneys' fees (see below), opt-out provisions (see below), class action waiver (see below), and choice of law, shall be decided by the Arbitrator and not by a court or jury. Likewise, any questions, issues, matters, or disputes arising under this Section 11.12 regarding arbitration, including but not limited to whether any such question, issue, matter, or dispute should be decided by an arbitrator or a court or jury, shall be decided by the Arbitrator and not by a court or jury. The statute of limitations for any covered dispute shall be consistent with the applicable statutory and common law statutes of limitations. If there are any ambiguities in the terms or conditions of this Section 11.12 (or, for the sake of clarity, any provisions that are inconsistent), it is the Arbitration Parties' intent that all ambiguities or inconsistencies be resolved in favor of arbitration. If any provision of this Section 11.12 is unenforceable, the remainder of this Section 11.12 shall remain in full force and effect.

Individual Arbitrations; No Consolidated or Joint Actions; Class and Collective Action Waiver. The Arbitration Parties agree that all covered disputes brought against each other by another Arbitration Party will be arbitrated on an "individual basis" only (which, for purposes of this Agreement, means only between the applicable Arbitration Parties) and not in a class action arbitration, a collective action arbitration, or on a group, representative, consolidated or joint basis with any parties other than the Arbitration Parties. The Arbitrator shall have no authority to consider or resolve any claim or issue in a covered dispute on any basis other than on an individual basis and may not consolidate or join one or more covered disputes. The provisions in this Section 11.12 mean that both parties waive their right to commence, become a party to, or in any way participate as a representative or member in any class action, collective action, or group or representative action, proceeding, or claim against the other party or in any such action or claim consolidated or joined with another person or entity, with respect to any covered dispute, and each Arbitration Party agrees to opt-out of or be severed from any such action, proceeding or claim. For the sake of clarity, it is understood that nothing in this paragraph 11.12 limits or forecloses any Arbitration Party's right to give testimony or assist another private or a governmental party in any proceeding of any nature.

Fees; Award. Consistent with the applicable JAMS Arbitration Rules and Procedures, the parties to an arbitration covered by this Section 11.12 agree that they shall share equally (each side shall pay one-half) of the fees and costs of the Arbitrator and the fees and costs of arbitration charged by JAMS; except that: (i) in all cases where required by law, SI will pay the full amount of the Arbitrator's and JAMS arbitration fees and costs; and (ii) where the Arbitrator

determines that it is appropriate or necessary based on the financial resources of the parties, one party shall pay more than one-half, in an amount to be determined by the Arbitrator as fair and equitable. For sake of clarity, it is understood that if any applicable law or court decision limits the amount of filing and other fees that a party shall pay as the fees to any arbitration panel such as JAMS or to an arbitrator, then such party shall not be obligated to pay any fees in excess of such limits. Each of the parties to any arbitration covered by this Section 11.12 shall bear the cost of its own legal fees and costs, including but not limited to attorneys' fees and expert witness fees, subject to any right to recover such fees and costs under applicable law, which the Arbitrator shall apply where applicable. In rendering an arbitration award, the Arbitrator shall apply applicable and appropriate law and shall award all statutory remedies and penalties, including attorneys' fees and costs to the extent authorized by and consistent with law. The award shall be in writing and the arbitrator shall set forth the essential findings of fact and law.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives as of the Effective Date.

SECURE IDEAS, LLC

RESELLER_____

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Address:_____

APPENDIX A

Applicable to Security Services. Should a Statement of Work include security scanning, testing, assessment, forensics, or remediation Services (“**Security Services**”), Reseller and Reseller shall ensure that Reseller Client understands that SI may use various methods and software tools to probe network resources for security-related information and to detect actual or potential security flaws and vulnerabilities. Reseller shall ensure that Reseller Client authorizes SI to perform such Security Services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Security Services or otherwise approved by Reseller or Reseller Client from time to time) on network resources with the IP Addresses identified by Reseller Client. Reseller on its own and on behalf of Reseller Client represents that, if Reseller Client does not own such network resources, it will have obtained consent and authorization from the applicable third party to permit SI to provide the Security Services. SI shall perform Security Services during a timeframe mutually agreed upon with Reseller and Reseller Client. The Security Services, such as penetration testing or vulnerability assessments, may also entail buffer overflows, fat pings, operating system specific exploits, and attacks specific to custom coded applications but will exclude intentional and deliberate DOS (“**Denial of Service**”) attacks. Furthermore, Reseller and Reseller shall ensure that Reseller Client acknowledges that the Security Services described herein could possibly result in service interruptions or degradation regarding the Reseller Client’s systems and accepts those risks and consequences. Reseller hereby consents and authorizes SI and shall obtain Reseller Client’s consent and authorization to provide any or all of the Security Services with respect to the Reseller Client’s systems. Reseller further acknowledges and shall ensure that Reseller Client acknowledges that it is the Reseller Client’s responsibility to restore network computer systems to a secure configuration after SI’s testing.

Applicable to Compliance Consulting Services. Should a Statement of Work include compliance testing or assessment or other similar compliance advisory Services (“**Compliance Services**”), Reseller understands and shall ensure Reseller Client understands that, although SI’s Compliance Services may discuss or relate to legal issues, SI does not provide legal advice or services, none of such Services shall be deemed, construed as or constitute legal advice and that Reseller Client is ultimately responsible for retaining its own legal counsel to provide legal advice. Furthermore, the Deliverables provided by SI in connection with any Compliance Services shall not be deemed to be legal opinions and may not and should not be relied upon as proof, evidence or any guarantee or assurance as to Reseller Client’s legal or regulatory compliance.

Applicable to Auditing and Assessment Services. Should a Statement of Work include Payment Card Industry Data Security Standard (“**PCI DSS**”), CMMC, HITRUST, HIPAA, GLBA, ISO 27002, or other auditing, testing or assessment or other similar PCI DSS, HITRUST, HIPAA, GLBA or other Assessment Services (“**Audit or Assessment Services**”), Reseller, and Reseller shall ensure Reseller Client, understands that SI’s Audit or Assessment Services do not constitute any guarantee or assurance that security of Reseller Client’s systems, networks and assets cannot be breached or are not at risk. These Audit or Assessment Services are an assessment, as of a particular date, of whether Reseller Client’s systems, networks and assets, and any compensating controls meet the applicable standards being assessed in the Statement of Work. Mere compliance with auditing standards may not be

sufficient to eliminate all risks of a security breach of Reseller Client's systems, networks and assets. Furthermore, SI is not responsible for updating its reports and assessments, or enquiring as to the occurrence or absence of such, in light of subsequent changes to Reseller Client's systems, networks and assets after the date of SI's final report, absent a signed Statement of Work expressly requiring the same.