**Secure Now Services Reseller Agreement**

**Terms & Conditions**

THIS AGREEMENT CONSTITUTES A BINDING CONTRACT ON YOU AND GOVERNS USE OF AND ACCESS TO THE SERVICES BY YOU, YOUR CLIENT ENTITIES AND END-USERS WHETHER IN CONNECTION WITH A PAID OR FREE TRIAL SUBSCRIPTION TO THE SERVICES. IF YOU DO NOT AGREE WITH THE PROVISIONS OF THIS AGREEMENT YOU MUST NOT ACCEPT IT AND MAY NOT USE ANY OF THE SERVICES.

This **SERVICES RESELLER AGREEMENT** (the “Agreement”) is made and entered into today,  **the date of purchase** (the “**Effective Date**”), by **Entegration, Inc. dba *Secure Now***, a New Jersey Corporation with its principal place of business located at  **55 Madison Avenue, Morristown NJ** (“***Secure Now***”, **We**) and you, the entity enrolling today as a partner reseller (the “**Company**”, **You**).  *Secure Now* and the Company may be collectively referred to as “the **Party**” or “**Parties**” in the body of this agreement.

**Recitals.***Secure Now* owns and operates the website(s) located at ,  HIPAASecureNow.com, TrustSecureNow.com, pii-protect.com, phi-protect.com, compliance.hipaasecurenow.com, hipaa-portal.com, security-portal.com (the “Website”) through which it provides security and compliance services (the “**Services**”) to partner resellers, desires to have the Company promote and sell the Services to Clients for use by Client End-Users, subject to the terms and conditions of this Agreement. Secure Now reserves the right to add additional domains and websites at its discretion to support the Services, and these domains and websites shall also be covered by the terms of this Agreement. In consideration of the promises and mutual covenants contained herein, the Parties hereby agree as follows:

**Section 1. Appointment.** *Secure Now* hereby appoints the Company as independent non-exclusive sales representative to promote and sell the Services marketed under the *Secure Now* brand, subject to all of the terms and conditions of this Agreement. *Secure Now* acknowledges that the Company retains the right to market services on behalf of other service providers, which are the same or substantially similar to the Services described herein.  The Company acknowledges that this is a non-exclusive appointment and that *Secure Now* retains the right to appoint additional representatives, without liability or obligation to the Company.

**Section 2. Intellectual Property.**

*2.1 License Grant.* *Secure Now* hereby grants a non-exclusive, non-transferable, non-assignable and royalty-free worldwide license to the Company for the Term (as defined herein) of this Agreement, to use the name, logotype, trademarks, slogans, brochures, sales literature, and other works of authorship of *Secure Now* that have been or that may hereinafter be provided by *Secure Now*; provided, that any such use shall be subject to the prior approval of *Secure Now* (which approval shall not be unreasonably withheld, conditioned or delayed) and shall be in accordance with any reasonable guidelines for and restrictions on such use that may be provided to Company by *Secure Now*.

2.2 *Protection. Secure Now* desires to protect its valuable intellectual property and shall retain all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, “**Intellectual Property Rights**”, “**Intellectual Property**”). The rights granted to the Company, its Clients and End-Users to use the Service(s) under this Agreement do not convey any additional rights in the Services or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Services as expressly stated herein, all rights, title and interest in and to the Services and all software and other components of or used to provide the Services, including all related Intellectual Property Rights, will remain with *Secure Now* and belong exclusively to *Secure Now*. The Company is expressly prohibited from reverse engineering and/or duplicating *Secure Now* Intellectual Property in function and/or appearance for the purpose of representing it as its own branded service, both during the Term of the Agreement and following termination of the Agreement. *Secure Now* shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, and/or incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback received from the Company, it Clients or End-Users. *Secure Now*, and the other product and service names and logos used or displayed in or on the Services are registered or unregistered trademarks of *Secure Now* (collectively, “**Marks**”), and the Company may only use applicable Marks in a manner permitted and approved by *Secure Now* to identify the Company as a Subscriber; provided the Company does not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent *Secure Now* or the Services.

*2.3 Trade Secrets.*Both Parties, during the Term of this Agreement, may have access to and become acquainted with various trade secrets of the other party, including but not limited to, customer lists, names and addresses of customers, sales and technical information and other confidential information as described in Section 2.4. All such trade secrets shall remain the exclusive property of the disclosing party and any use thereof by the other party shall be only for the purposes of and in connection with the transactions contemplated by this Agreement.

*2.4 Confidentiality.* “Confidential Information” includes, without limitation, any and all pricing information, business plans, sales opportunities, customer lists, customer information, technical information, vendor information, information regarding the marketing or promoting of any product, business policies or practices, personnel, research, development or know-how, information that by its nature should be considered confidential, and information received from others that a party is obligated to treat as confidential. *Secure Now* and Company agree that they will protect Confidential Information from unauthorized dissemination with the same degree of care that they use to protect their own like information, in no event using less than a reasonable degree of care. Both parties agree not to use Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Both parties will restrict the possession, knowledge, development and use of Confidential Information to its employees, agents, subcontractors and entities (collectively, “Personnel”) who have a need to know Confidential Information. Each party will ensure that its Personnel comply with this Agreement.

*2.5 Termination of License.* In the event this Agreement is terminated for any reason whatsoever, including the expiration of its term, the license and right to use the Intellectual Property granted in this Section 2 shall immediately terminate and Company shall discontinue its use (if any),  of the name, logotype, trademarks, slogans and other intellectual property and Confidential Information of *Secure Now* and the Services, and *Secure Now* shall discontinue its use (if any) of the name, logotype, trademarks, slogans and other intellectual property and Confidential Information of Company and any services of Company. In addition, Company shall return to *Secure Now* or destroy all *Secure Now* catalogs, literature and other materials in connection with *Secure Now* or the Services then in the possession of Company.

***Section 3.* Fees and Payment.**The Company agrees to pay *Secure Now* for the Services, delivered as Subscriptions and sub-subscriptions, it will purchase for resale to customers according to the fee schedule as published on the Website.  *Secure Now*reserves the right to increase prices for the Services in consideration of new features and enhancements which add value to the Services.

*3.1 Subscriptions*

*3.1.a Secure Now/ BSN Partner Program Subscription*(“**SN Partner Program”**).

Access to the SN Partner Program by the Company requires monthly subscription payments.  *Secure Now* will bill the monthly fees associated with the Company’s subscription account to the credit card provided by the Company during enrollment, or to a different credit card if the Company changes their account information.  The SN Partner Program subscription will automatically continue on a month-to-month basis. When payments to the subscription account are current, the Company has “Active Status” in the SN Partner Program. The Company has the right to cancel the subscription at any time – provided the subscription is cancelled before the next renewal in order to avoid billing of the next month’s fees. No refunds will be issued if this provision is violated. Each subscription provides a capacity of 5,000 end users.  The end user count includes the total number of Unlimited Training users enrolled and the number of users enrolled in the sub-subscription services as described below.

Cancellation of the monthly subscription payment will forfeit the right to sell the Services and result in suspension of access to the Services including all End-User training accounts created under the Company’s account and any sub-subscriptions or insurance as described below in (3.1.b, c).

*3.1.b Sub-Subscriptions.* A Company which has “Active Status” in the SN Partner Program, as specified in 3.1.a has the right to purchase sub-subscriptions to the Breach Prevention Platform (“**BPP”**), HIPAA Breach Prevention Platform (“**HIPAA BPP**”), EVA MD, (“**EVAMD**”) HIPAA Compliance (“**HIPAA CMP**)” Dark Web Monitoring Block (“**DWM”**) and HIPAA Business Associate Compliance (“**HIPAA** **BAC”**) and HIPAA Secure Now! (“**HSN**”).  An individual sub-subscription must be purchased for each client of the Company who will use the BPP, HIPAA BPP, HIPAA CMP, EVA MD and HSN.  An individual sub-subscription to DWM must be purchased by the Company in order to provide it to clients, subject to the then in effect limit of clients to whom it may be provided. An individual sub-subscription to HIPAA BAC must be purchased by the Company for its own use.  Each sub-subscription is a commitment by the Company to make monthly payments to continue service. *Secure Now* will bill the monthly fees associated with the subscription to the credit card provided by the Company during sub-subscription purchase, or to a different credit card if the Company changes their account information. Sub-subscriptions will automatically continue on a month-to-month basis and may be cancelled at any time provided the sub-subscription is cancelled before the next renewal in order to avoid billing of the next month’s fees. No refunds will be issued if this provision is violated.

*3.1.c Cyber Insurance.*A Company which has “Active Status” in the SN Partner Program, as specified in 3.1.a, and has purchased a sub-subscription as specified in 3.1.b, has the right to purchase a cyber insurance policy to add to the purchased sub-subscription.  The insurance policy is a contract between the Insurer and the Insured Party.  All specifications of coverages, limits, claims procedures, etc., are as stated in the insurance policy document. **Managed Service Providers, Managed Security Service Providers and Cloud Providers are excluded from this program and will not be covered under any of the cyber insurance policies.**

*3.1.d Taxes.*Unless otherwise stated, *Secure Now* charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively “**Taxes**”). The Company is responsible for paying Taxes, except those assessable against *Secure Now* as measured by its net income. *Secure Now* will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

*3.1.d Credit Card Payments. Secure Now*warrants that, in the event a credit card payment by the Company is denied, the Company will be notified of the payment failure and be allowed – 14 – days to resolve the issue before services are cancelled by the Company. *Secure Now*provides an interface for the Company to change credit card information (e.g. upon card renewal). The Account owner will receive a receipt upon each acceptance of payment by the Payment Agent, or they may obtain a receipt from within the Services to track subscription status. You hereby authorize the Payment Agent to bill Your credit card in advance on a periodic basis in accordance with the terms of the Agreement and for periodic Subscription Charges applicable to the Services to which You subscribe until Your subscription to the Services terminates, and You further agree to pay any Subscription Charges so incurred. If applicable, You hereby authorize *Secure Now* and the Payment Agent to charge Your credit card to establish such prepaid credit. You agree to promptly update Your Account information with any changes (for example, a change in Your billing address or credit card expiration date) that may occur. The Payment Agent uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain or use Your billing information except to process Your credit card information for the Payment Agent.

***Section 4. Responsibilities of Secure Now.****Secure Now* shall have the following responsibilities:

-Provide the Company with sales and technical information regarding the Services as necessary, including support directly to employees and representatives of the Company, and indirectly Clients and Client End Users of the Company for any issues escalated to *Secure Now* by Company’s support staff, for Services that Company sells for *Secure Now*.

-White label the *Secure Now* platform for use by the Company. White labeling shall include removing all traces of *Secure Now* and it’s respective branding from any potentially customer facing emails, phone numbers, email addresses, URL’s, web pages, and communications to Company’s customers.

-Manage all payment issues between the Company and *Secure Now.*

***Section 5. Responsibilities and Acknowledgements of Company.*** Company’s duties and acknowledgements hereunder are as follows:

-Company shall use its best efforts to promote the Services to customers.

-Company shall advise *Secure Now* promptly as to problems encountered with the Services and as to any resolutions arrived at for those problems.

-Company shall ensure its employees and representatives comply with this Agreement

-The parties shall collaborate in connection with promotional activities of the Services.

-The Company also accepts and agrees to the following Services conditions and limitations:

*HIPAA Compliance.* The Company acknowledges that the Breach Prevention Platform (BPP) does not provide a complete and effective framework for HIPAA compliance.  In instances where HIPAA compliance is required, use of the HIPAA BPP, HIPAA Compliance, HIPAA Business Associate Compliance or HIPAA Secure Now! (collectively, the “**HIPAA** **Services**”) as provided by *Secure Now* should be considered.  Further, the HIPAA Services do not guarantee compliance with the HIPAA Security and Privacy Rules.  The HIPAA Services provide education and tools to help implement the HIPAA Security and Privacy Rules.  The HIPAA Security and Privacy policies and procedures provided are a foundation for implementing the Security and Privacy Rules.  It is the responsibility of the user of the HIPAA Services to ensure that all employees comply with the policies and procedures.  In addition, the HIPAA Security risk assessment identifies areas that the user needs to address to further protect electronic protected health information (ePHI, aka patient information).  It is the user’s responsibility to act upon the findings of the risk assessment and implement the recommendations to further protect ePHI.  It should also be acknowledged that the HIPAA Services do not constitute legal advice, and consultation with legal counsel to ensure a full legal interpretation of the law is recommended.

*Dark Web Scans*

-Dark Web Scans on client email domains and all associated email accounts should only be conducted to help increase awareness of the dangers of the Dark Web.

-The information obtained from a Dark Web Scan will not be used in any way that is harmful to any organization and/or individuals.

-The data breaches retrieved from a Dark Web Scan may not represent all data breaches and all accounts which have been compromised may not be included in the results of the scan.

-The information presented in the Dark Web Scan and the Dark Web Breach Assessment is for informational purposes only. *Secure Now* IN NO EVENT SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATING TO THIS MATERIAL OR FOR ANY USE OF THIS MATERIAL.

*Right to Modify*. The Company acknowledges that *Secure Now*may modify the features and functionality of the Services during the Subscription Term.

**Section 6. Relationship of Company.**

*6.1 Independent Contractors.* The parties hereto expressly understand and agree that the Company is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees, and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities, damages and debts of any type whatsoever that may arise on account of Company’s activities, or those of its employees in the performance of this Agreement. *Secure Now* is in no manner associated or otherwise connected with the actual performance of this Agreement on the part of Company, nor with Company’s employment of other persons, or incurring of other expenses. Company shall have no right, power, or authority to bind or obligate *Secure Now* in any manner whatsoever or to affix its name or signature on behalf of *Secure Now* unless expressly authorized to do so by *Secure Now* in writing.

*6.2 Approvals.* Each Party shall obtain such authorizations, licenses, and other governmental or regulatory agency approvals as are required for its respective performance of this Agreement.

**Section 7. Disclaimer; Limitation on Liability.**

*7.1 Disclaimer.* THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS AND AS AVAILABLE, WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED. *SECURE NOW* EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SITE OR THE SERVICES. Neither Company nor *Secure Now* nor anyone else involved in providing the Services under this Agreement  will be liable to *Secure Now* or Company or any third party for any claims or damages from the use of or inability to access the Services or for mistakes, omissions, loss of data, service interruptions, deletion of files, errors, defects, mis-deliveries, delays in operation or transmission or any failure of performance, whether or not attributable to acts of God, communications failure, destruction theft, terrorism, or unauthorized access to *Secure Now*’s records, programs, servers or the Services. *Secure Now* and Company shall not be liable for any losses or damages whatsoever resulting from any failure of the Internet or from any failure to provide the Services.

*7.2 Limitation of Liability.* The Parties expressly acknowledge that *Secure Now*’s liability is specifically limited to amounts paid by Company for the previous twelve-month period from the date the cause of action arose, and for the Services component which prompted the cause of action. Except for liability arising out of Section 11, both parties hereby waive all rights of recovery of any damages, whether actual or special, punitive or consequential, that they may incur over and above said amounts, including, without limitation, damages for negligence, lost data, use, profits, income, savings, loss of or damage to property, personal injury, goodwill or any claims of third parties whatsoever with respect to the Site or the Services. Some states do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above exclusions may not apply to all parties; in such states liability is limited to the fullest extent permitted by law.

**Section 8. Term; Termination.**

*8.1 Term.*The rights as conveyed in this Agreement to purchase sub-subscriptions to the Services and cyber insurance as detailed in Section 3 – Fees and Payment remain in full force and effect so long as subscription payments for the SN Partner Program continue to be made and the Company account remains current.  *Secure Now*reserve the right to terminate this Agreement at any time by providing thirty (30) days’ notice to the other Party.

**Section 9. Survival.**The following sections shall survive the termination of this Agreement: Sections 2 (Intellectual Property), 3 (Fees and Payment, except for termination for cause), 7 (Limitation on Liability), 10 (Non-Competition and Non-Solicitation) 11 (Indemnity), , Section 12. Assignment, Entire Agreement and Amendment,13 (Severability) and 14 (Notice).

**Section 10. Non-Competition and Non-Solicitation.**As noted above, information about Company’s customers is Confidential Information and constitutes Company’s valuable trade secrets. Accordingly, *Secure Now* agrees that *Secure Now* will not, either directly or indirectly, separately or in association with others, interfere with, impair, disrupt or damage Company’s relationship with any of the customers procured by Company on behalf of *Secure Now* by knowingly soliciting or encouraging others to solicit any of them for the purpose of diverting or taking away business from Company.

Additionally, the Parties acknowledge and recognize that each Party’s employees are a valuable resource and the loss of employees generally tends to interfere with, impair, disrupt or damage their respective business. Accordingly, each Party agrees that during the Term and for a period of two (2) years thereafter they will not separately or in association with others, solicit, directly or indirectly encourage or attempt to hire any of the other party’s employees.

**Section 11. Indemnity.** Each Party (the “Indemnifying Party”) agrees to indemnify, defend, and hold harmless the other Party (the “Indemnified Party”) from and against any action, litigation or claim against the Indemnified Party, its employees and agents: (a) arising out of or related to the negligence of the Indemnifying Party, its employees and agents, or (b) arising out of or related to acts of the Indemnifying Party, its employees or agents that are beyond the scope of or in breach of this Agreement, or (c) arising out of or related to any warranties or representations made by the Indemnifying Party, its employees or agents not authorized by the Indemnified Party, and the Indemnifying Party agrees to indemnify and hold harmless the Indemnified Party, its employees and agents from and against all costs and damages adjudged against the Indemnified Party, its employees and agents in any such action, litigation or claim as aforesaid; provided, however, that the Indemnified Party shall have notified the Indemnifying Party of any such action, litigation or claims against the Indemnified Party, its employees or agents. The Indemnifying Party agrees that if it fails to defend any such action, litigation or claim against the Indemnified Party, its employees and agents, after such notice, the Indemnified Party and its employees and agents may defend such action, litigation or claim and the Indemnifying Party agrees to reimburse the Indemnified Party its employees and agents for any resulting fees, expense, damages or settlement.

**Section 12. Assignment, Entire Agreement and Amendment**

12.1 You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Your rights under this Agreement or delegate performance of Your duties under this Agreement without Our prior consent, which consent will not be unreasonably withheld. We may, without Your consent, assign this Agreement in connection with any merger or change of control of *Secure Now* or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

12.2 This Agreement constitutes the entire agreement and supersedes any and all prior agreements between You and *Secure Now* with regard to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order or other order documentation You or any Entity which You represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either Party with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind between the Parties, except as may otherwise be expressly provided herein.

12.3 We may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. We will post a notification on the Website of such amendment and Your continued use of the Services following the effective date of any such amendment may be relied upon by *Secure Now* as Your consent to any such amendment. Our failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

**Section 13. Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall not be affected, impaired or invalidated in any way.

**Section 14. Notice.** Except as otherwise provided in this Agreement, specifically Section 12.3, all communications, notices and demands of any kind which either party may be required or may desire to give the other party shall be in writing and delivered by personal service to the other party, or by overnight courier,  or the electronic mail address provided for Your Account owner, each with confirmation of delivery. Notice shall be considered given when delivered in person, on the seventh day after being deposited in the United States mail or upon confirmation of the delivery of the facsimile or email. Notice to *Secure Now* shall be sent to the physical addresse provided at the beginning of this agreement or to electronic mail address info@trustsecurenow.com.

**Section 15. Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of New Jersey without giving effect to principles of conflict of laws. Further, the venue for resolution of disputes under this Agreement will be in Morristown New Jersey, and the Parties consent to such jurisdiction.

**Section 16. Duly Authorized Representative.** Anyone accepting this Agreement on behalf of an entity represents and warrants that he or she has the express authority to do so.

**Section 17. Further Assurances.** Each party hereto agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by law or as may be necessary, advisable or convenient to carry out the intent and purpose of this Agreement.

**Section 18. Counterparts.** This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Counterparts may be exchanged electronically via fax or email.

**Section 19. Dispute Resolution; Arbitration.** If any dispute arises under this Agreement, the parties shall make a good faith effort to resolve the dispute before taking any action. The parties shall meet to discuss the dispute no later than thirty (30) days after either party gives written notice to the other party that such a dispute exists. Such meeting may be held telephonically if travel is impractical for either party. At such meeting, an officer of each of the parties who has authority to resolve the dispute shall be in attendance. No action, suit, arbitration or other proceeding may be commenced (other than the collection of money due on unpaid undisputed invoices and other than any injunctive relief expressly provided for in this Agreement) before the parties have met pursuant to this provision unless immediate injunctive relief is being sought, in which case the noted meeting shall take place at the earliest opportunity after such immediate injunctive relief is sought. All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement shall be finally settled by arbitration in Morristown New Jersey in accordance with the commercial arbitration rules of the American Arbitration Association. The award rendered by the arbitrator(s) shall be final and binding upon the parties hereto. In the event of any arbitration proceedings hereunder, each party agrees to bear its own reasonable fees, costs and expenses in connection with such proceedings, provided that upon the conclusion of any such arbitration proceeding, in addition to any award granted by the arbitrator(s), the prevailing party shall have their reasonable attorney’s fees, costs and expenses reimbursed by the other party.