

SAAS RESELLER AGREEMENT

This SAAS RESELLER AGREEMENT (“**Agreement**”) is dated _____, 202_ (the “**Effective Date**”) and is between CONDUIT SECURITY, INC., a Delaware corporation (“**Conduit Security**”) and [insert state] [corporation OR limited liability company] (“**Reseller**”). Conduit Security and Reseller agree as follows:

1. DEFINITIONS.

1.1 “Conduit Security Platform” means Conduit Security’s proprietary wire fraud prevention software-as-a-service offering identified in the applicable Order.

1.2 “Customer” means a person or entity that obtains access to the Conduit Security Platform via Reseller for its own internal purposes and not for distribution to, or use on behalf of, others.

1.3 “Customer Agreement” means a written agreement between Reseller and the applicable Customer governing the Customer’s access to and use of the Conduit Security Platform.

1.4 “Documentation” means any user materials, instructions, and specifications made available by Conduit Security to Reseller for the Conduit Security Platform.

1.5 “Intellectual Property Rights” means all existing and future worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.

1.6 “Marks” means Conduit Security’s trademarks, service marks, trade dress, trade names, brand names, product names, logos, and symbols used in connection with the Conduit Security Platform.

1.7 “Order” means any ordering document accepted by Conduit Security setting forth the terms and conditions relating to the Conduit Security Platform purchased by a Customer. Each Order is incorporated by reference into this Agreement.

2. LICENSE AND RESTRICTIONS.

2.1 License. Subject to the terms and conditions of this Agreement, Conduit Security hereby grants to Reseller, during the Term, a non-exclusive, non-transferable, non-sublicensable license (except as otherwise expressly authorized in this Agreement) to:

(a) promote and market the Conduit Security Platform to potential Customers either on a stand-alone basis or as bundled with other products or services;

(b) resell access to and use of the Conduit Security Platform to Customers either on a stand-alone basis or as bundled with other products or services for such Customer’s internal use pursuant to a Customer Agreement in accordance with the terms of this Agreement;

(c) access and use the Conduit Security Platform solely for the purpose of conducting demonstrations for potential Customers in accordance with Conduit Security’s instructions; and

(d) sublicense to sub-resellers the rights granted Reseller in this Section 2.1.

2.2 Manner of Performance. Reseller shall: (a) use commercially reasonable efforts to promote, market, and sell subscriptions to the Conduit Security Platform to potential Customers; (b) conduct business in a competent and professional manner; (c) not engage in deceptive, misleading, or unethical practices detrimental to Conduit Security; and (d) not make any false or misleading representations, warranties, or guarantees with regard to Conduit Security or the Conduit Security Platform.

2.3 Sub-Resellers. Reseller may, at Reseller’s own expense, appoint sub-resellers (“**Sub-Resellers**”) to market, promote, and resell access to and use of the Conduit Security Platform in accordance with the terms of this Agreement. Reseller will be liable for the acts and omissions of all its Sub-Resellers to the extent any of such acts or omissions, if performed by Reseller, would constitute a breach of, or otherwise give rise to liability to Reseller under, this Agreement.

2.4 Customer Agreement. Before reselling the Conduit Security Platform to any Customer, Reseller must: (a) obtain Conduit Security’s approval of such Customer; and (b) enter into a Customer Agreement between Reseller and such Customer that contains terms that are substantially similar to those in Conduit Security’s then current standard customer agreement located at [insert URL] (the “**Standard Terms**”). Conduit Security may update the Standard Terms at any time in its sole discretion. Without limiting the foregoing, all Customer Agreements must include limitation of liability, disclaimer, indemnity, sole and exclusive remedies, rights with respect to data, and intellectual property ownership provisions no less protective of Conduit Security, and granting no fewer rights to Conduit Security, than those included in the Standard Terms. Reseller will be solely responsible for any obligations or liabilities to Customers that are inconsistent with the Standard Terms. Additionally, Reseller bears all responsibility and risk associated with collections of fees under Customer Agreements and bad debt. Reseller shall pay Conduit Security for all access to and use of the Conduit Security Platform procured by Reseller on behalf of a Customer under this Agreement regardless of whether a Customer pays the fees due to Reseller under the Customer Agreement. Reseller shall promptly provide copies of any Customer Agreements to Conduit Security at Conduit Security’s request, and shall ensure that all Customers abide by the terms of the applicable Customer Agreements. Reseller shall enforce

Customer Agreements with at least the same degree of diligence that Reseller uses to enforce similar agreements for its own products or other products that it distributes, but in no event less than reasonable efforts. Without limiting the foregoing, Reseller shall enforce Customer Agreements against Customers when requested to do so by Conduit Security. Reseller shall immediately notify Conduit Security if Reseller becomes aware of any breach of any Customer Agreement.

2.5 License Restrictions. Reseller acknowledges that the Conduit Security Platform and its structure, organization and source code constitute valuable trade secrets of Conduit Security and its suppliers. Reseller shall not (a) modify, adapt, alter, translate, or create derivative works from the Conduit Security Platform; (b) merge the Conduit Security Platform with other software; (c) distribute, sublicense, lease, rent, loan, or otherwise transfer the Conduit Security Platform to any third party, except as expressly provided herein; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Conduit Security Platform; (e) interfere in any manner with the operation of the Conduit Security Platform; or (f) otherwise use or access the Conduit security Platform except as expressly authorized under this Agreement. Reseller may not remove, alter, or obscure in any way any trademarks or other source identifiers or any proprietary rights notices (including copyright notices) of Conduit Security on or within the Conduit Security Platform and the Documentation.

3. ORDERING. Reseller may submit Orders for a Customer's purchase of the Conduit Security Platform in accordance with this Agreement. No Order will be binding unless accepted by Conduit Security. Any additional or inconsistent terms or conditions sent by Reseller in any Order will have no legal effect. Subject to the terms and conditions of this Agreement, Conduit Security shall provide access to and use of the Conduit Security Platform, including Conduit Security's standard implementation services for the Conduit Security Platform, to each Customer in accordance with this Agreement and the applicable Order.

4. SUPPORT. Reseller will be solely responsible for Customer relationships in connection with Customer Agreements and will be solely responsible for invoicing and collecting payment due from Customers under Customer Agreements. Reseller will be solely responsible for providing tier one support to each Customer that is eligible for support. Conduit Security shall provide Reseller with the tier two and tier three support for the Conduit Security Platform as described in Exhibit A (the "**Support Services**"). Conduit Security will be responsible for providing Support Services only to Reseller and is not obligated to provide any support or services directly to Customers or to Sub-Resellers, except that Conduit Security reserves the right to establish and maintain contact with any Customer in order to facilitate the delivery of any Conduit Security Platform support needed by such Customer.

5. FEES; PAYMENT.

5.1 Fees. Reseller shall pay Conduit Security the fees set forth in the applicable Order ("**Fees**") in accordance with the terms of this Agreement. Fees are exclusive of, and Reseller shall pay all taxes, fees, duties, and other governmental charges arising from the payment of any Fees or any amounts owed to Conduit Security under this Agreement (excluding any taxes arising from Conduit Security's income or any employment taxes). Reseller will set the prices at which it resells access to and use of the Conduit Security Platform to Customers in its sole discretion.

5.2 Payments. Reseller shall pay to Conduit Security all Fees within 30 days after Reseller's receipt of the applicable invoice for the applicable Customer's purchase of the Conduit Security Platform. All payments received by Conduit Security are non-refundable except as otherwise expressly provided in this Agreement. Reseller shall make all payments in United States dollars.

5.3 Audit Rights. At all times during the Term, and for at least 3 years after any termination of this Agreement, Reseller shall maintain complete and accurate records of obligations under this Agreement. Conduit Security will have the right, during normal business hours and upon at least 5 business days prior notice, to have a reputable independent audit firm selected by Conduit Security, which is subject to reasonable confidentiality obligations, audit Reseller's records relating to Reseller's activities pursuant to this Agreement in order to verify that Reseller has complied with the terms of this Agreement. The audit will be conducted at Conduit Security's expense, unless the audit reveals that Reseller has materially breached this Agreement, in which case Reseller shall reimburse Conduit Security for all reasonable costs and expenses incurred by Conduit Security in connection with such audit. Reseller shall promptly pay to Conduit Security any amounts shown by any such audit to be owing. Such audits will be conducted no more than once in any period of 12 consecutive months.

6. BRANDING AND TRADEMARK LICENSE.

6.1 Trademark License. Subject to the terms and conditions of this Agreement, Conduit Security hereby grants to Reseller a non-exclusive, revocable, non-transferable, non-sublicensable (except as otherwise expressly provided for in this Agreement), license to use and reproduce the Marks solely in connection with marketing the Conduit Security Platform. Reseller shall state in appropriate places on all materials using the Marks that the Marks are trademarks of Conduit Security and to include the symbol TM or [®] as appropriate. Conduit Security grants no rights in the Marks other than those expressly granted in this Section 6.1. Reseller acknowledges Conduit Security's exclusive ownership of the Marks. Reseller shall not take any action inconsistent with such ownership and to cooperate, at Conduit Security's request and expense, in any action, which Conduit Security deems necessary or desirable to establish or preserve Conduit Security's exclusive rights in and to the Marks. Reseller shall not adopt, use, or attempt to register any trademarks, trade names or domain names using any Conduit Security Marks or that are confusingly similar to the Marks or in such a way as to create combination marks with the Marks. Reseller shall provide Conduit Security with samples of all products and materials that contain Marks prior to their public use, distribution, or display for Conduit Security's quality assurance purposes and will obtain Conduit Security's written approval before such use, distribution, or display. At Conduit Security's request, Reseller shall modify or discontinue any use of Marks.

6.2 Promotional Literature. Reseller shall only use the brochures and other promotional literature describing the Conduit Security Platform that Conduit Security may provide to Reseller ("**Promotional Literature**") in connection with marketing and promoting the Conduit Security Platform. Reseller may reproduce the Promotional Literature for distribution. Reseller shall include on all reproductions all copyright and other proprietary notices as required by Conduit Security. Reseller may produce customized brochures for the purpose of promoting the Conduit Security Platform on the condition that Reseller obtains Conduit Security's prior written consent of such materials.

7. CONFIDENTIALITY.

7.1 Confidential Information. Definition. "**Confidential Information**" means all information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") relating to or disclosed in the course of the performance of this Agreement. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, because of legends or other markings, the circumstances of disclosure or the nature of the information itself. All non-public information regarding the Conduit Security Platform will be deemed Conduit Security's Confidential Information, notwithstanding any failure to mark or identify it as such.

7.2 Protection. Recipient shall not use any Confidential Information of the Discloser for any purpose not expressly permitted by this Agreement, and shall disclose Confidential Information only to the employees and independent contractors of Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient shall protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

7.3 Exceptions. Recipient's obligations under Section 7.2 with respect to any Confidential Information of Discloser will terminate if and when Recipient can document that such information: (a) was already lawfully known to Recipient at the time of disclosure by Discloser; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of the Confidential Information. In addition, Recipient may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure in writing prior to making such disclosure and cooperates with Discloser, at Discloser's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

8. WARRANTIES.

8.1 Conduit Security Warranties. Conduit Security warrants that the Conduit Security Platform will perform materially in accordance with the Documentation. If Reseller (or a Customer) notifies Conduit Security of a reproducible error in the Conduit Security Platform that indicates a breach of the foregoing warranty (each, an "**Error**") within 30 days after the applicable Customer experiences such Error, Conduit Security shall, at its own expense and as its sole obligation and Reseller's exclusive remedy: (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if Conduit Security is unable to correct or provide a workaround for such Error within 60 days after receiving notice of such Error from Reseller or Customer, the Reseller may terminate the Order for the applicable Customer upon notice to Conduit Security and, Conduit Security shall refund the amounts paid by Reseller for access to the Conduit Security Platform for that Customer for the period during which the applicable Customer was not able to use the Conduit Security Platform. The warranty set forth in this Section 8.1 do not apply to any Error caused by: (i) Reseller, the applicable Customer, or such Customer's Users; (ii) use of the Conduit Security Platform in any manner or in any environment inconsistent with its intended purpose; (iii) the applicable Customer's hardware or software which materially adversely affects the operation or reliability of the Conduit Security Platform, or (iv) any equipment, software, or other material utilized by the applicable Customer in connection with the Conduit Security Platform contrary to the provider's instructions.

8.2 Sole and Exclusive Remedy for Wire Fraud Loss. If: (a) a Customer suffers wire fraud loss as a result of such Customer's use of the Platform; and (b) such Customer's use of the Platform has been in accordance with this Agreement and the Documentation, then: (i) Reseller may terminate the applicable Order for such Customer by providing Conduit Security with 10 days' prior written notice no later than 30 days after the applicable Customer experience such wire fraud loss, and Conduit Security shall refund to Reseller any prepaid but unused Fees Reseller paid to Conduit Security for the period following such termination; and (ii) Conduit Security shall refund to Reseller the Fees Reseller paid to Conduit Security for access to the Conduit Security Platform for the period 12 months preceding the wire fraud loss. The foregoing remedies are Reseller's sole exclusive remedies for any wire fraud loss the applicable Customer suffers in connection with the Conduit Security Platform and this Agreement.

8.3 Reseller Warranties. Reseller shall not make or publish any representations, warranties, or guarantees on behalf of Conduit Security under a Customer Agreement or otherwise concerning the Conduit Security Platform that are inconsistent with the Standard Terms. Reseller warrants that it will provide all services to Customers under each Customer Agreement in a professional manner consistent with industry standards.

8.4 Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, THE CONDUIT SECURITY PLATFORM IS PROVIDED "AS-IS" WITHOUT WARRANTIES OF ANY KIND, NEITHER PARTY MAKES ANY OTHER

WARRANTIES OF ANY KIND, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. CONDUIT SECURITY MAKES NO WARRANTY THAT THE CONDUIT SECURITY PLATFORM WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT DATA TRANSFERRED OVER THE CONDUIT SECURITY PLATFORM IS SECURE FROM UNAUTHORIZED ACCESS. NOTWITHSTANDING SECTION 8.2, CONDUIT SECURITY MAKES NO WARRANTY THAT THE CONDUIT SECURITY PLATFORM WILL PREVENT WIRE FRAUD, MISTAKES, OR ERRORS RELATING TO WIRE TRANSACTIONS, OR OTHER MISTAKEN, ERRONEOUS, FRAUDULENT, OR MALICIOUS TRANSACTIONS. RESELLER ACKNOWLEDGES AND AGREES THAT THE SOLE AND EXCLUSIVE REMEDY OFFERED IN SECTION 8.2 IS NOT A WARRANTY OR GUARANTY AGAINST WIRE FRAUD AND CONDUIT SECURITY WILL NOT BE LIABLE TO RESELLER OR ANY CUSTOMER FOR ANY WIRE FRAUD LOSS OTHER THAN FOR THE SOLE AND EXCLUSIVE REMEDIES OUTLINED IN SECTION 8.2.

9. INDEMNIFICATION.

9.1 Indemnification By Conduit Security. Conduit Security shall defend any claim, suit, or action against Reseller or a Customer brought by a third party to the extent based on an allegation that the Conduit Security Platform infringes any intellectual property rights of such third party (a “**Reseller Claim**”), and Conduit Security shall indemnify and hold Reseller harmless, from and against damages, losses, liabilities, and expenses (including reasonable attorneys’ fees and other legal expenses) (collectively, “**Losses**”) that are specifically attributable to such Reseller Claim or those costs and damages agreed to in a settlement of such Reseller Claim. The foregoing obligations are conditioned on Reseller: (a) promptly notifying Conduit Security in writing of such Reseller Claim; (b) giving Conduit Security sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Conduit Security’s request and expense, assisting in such defense. In the event that the use of the Conduit Security Platform is enjoined, Conduit Security shall, at its option and at its own expense either: (i) procure for Reseller the right to continue reselling the Conduit Security Platform and Customers to continue accessing and using the Conduit Security Platform; (ii) replace the Conduit Security Platform with a non-infringing but functionally equivalent product; (iii) modify the Conduit Security Platform so it becomes non-infringing; or (iv) terminate this Agreement and refund the amounts Reseller paid for access to the Conduit Security Platform that relate to the period during which the applicable Customers were not able to use the Conduit Security Platform. Notwithstanding the foregoing, Conduit Security will have no obligation under this Section 9.1 with respect to any infringement claim based upon: (1) any use of the Conduit Security Platform not in accordance with this Agreement; (2) any use of the Conduit Security Platform in combination with products, equipment, software, or data that Conduit Security did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software or data; (3) any modification of the Conduit Security Platform by any person other than Conduit Security or its authorized agents or subcontractors; or (4) any third-party offering that integrates with the Conduit Security Platform. This Section 9.1 states Conduit Security’s entire liability and Reseller’s sole and exclusive remedy for infringement claims or actions.

9.2 Indemnification by Reseller. Reseller shall defend, indemnify, and hold Conduit Security harmless from and against any and all Losses arising from or relating to any claim, suit, or action brought by a third party (including Customers) arising out of or related to any one or more of the following: (a) any representations, warranties, guarantees, or other written or oral statements made by or on behalf of Reseller relating to the Conduit Security Platform other than as provided for in the Standard Terms or as otherwise authorized by Conduit Security in writing; or (b) Reseller’s breach of this Agreement (each, a “**Conduit Security Claim**”). The foregoing obligations are conditioned on Conduit Security: (a) promptly notifying Reseller in writing of such Conduit Security Claim; (b) giving Reseller sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Reseller’s request and expense, assisting in such defense.

10. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR OWED BY RESELLER TO CONDUIT SECURITY UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY OCCURRED. THE EXCLUSIONS AND LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 10 DO NOT APPLY TO A PARTY’S OBLIGATIONS UNDER SECTION 9.

11. TERM AND TERMINATION.

11.1 Term. This Agreement commences on the Effective Date and continues until terminated in accordance with this Agreement (the “**Term**”).

11.2 Termination.

(a) **By Conduit Security.** Conduit Security may terminate this Agreement, effective immediately upon written notice to Reseller, if (a) Reseller breaches any provision in Section 2 and does not cure the breach no later than 10 days after receiving written notice thereof; (b) Reseller repeatedly breaches any provisions in this Agreement regardless of cure; (c) Reseller fails to pay any portion

of the fees when due under this Agreement within 10 days after receiving written notice from Conduit Security that payment is past due; or (d) Reseller breaches any other provision of this Agreement and does not cure the breach within 30 days after receiving written notice thereof.

(b) By Reseller. Reseller may terminate this Agreement, effective immediately upon written notice to Conduit Security, if Conduit Security breaches any provision of this Agreement and does not cure the breach within 30 days after receiving written notice thereof from Reseller.

(c) By Either Party. Either party may terminate this Agreement for any reason upon 60 days prior written notice to the other party.

11.3 Effects of Termination.

(a) Payment; Licenses; Conduit Security Platform. Upon termination or expiration of this Agreement for any reason, (a) any amounts owed to Conduit Security under this Agreement before such termination or expiration will be immediately due and payable in accordance with this Agreement, (b) all rights granted in this Agreement will immediately cease to exist (except with respect to any then existing Customer Agreement that Conduit Security elects not to transition directly to Conduit Security), and (c) Reseller must promptly discontinue all further use of Marks and all further use and marketing of the Conduit Security Platform.

(b) Customer Agreements. Customer Agreements entered into by Reseller in accordance with this Agreement will survive the expiration or termination of this Agreement in accordance with their terms and Reseller shall, upon Conduit Security's request, transition such Customers to a direct contractual relationship with Conduit Security.

(c) Rights. Reseller will not obtain any property rights under this Agreement and will not be entitled to any compensation or indemnity (whether for loss of resale rights, goodwill or otherwise) as a result of the termination of this Agreement in accordance with its terms.

(d) Survival. Sections 5, 7, 8.2, 8.4, 9, 10, 11.3, and 12, along with any of Reseller's rights with respect to any then existing Customer Agreements at the time of termination or expiration that Conduit Security elects to not transfer to a direct relationship) survive expiration or termination of this Agreement for any reason.

12. GENERAL.

12.1 Proprietary Rights. The Conduit Security Platform, the Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of Conduit Security and its suppliers. All rights in and to the Conduit Security Platform and Documentation not expressly granted to Reseller in this Agreement are reserved by Conduit Security and its suppliers.

12.2 Compliance with Laws. Each party shall comply with all laws, rules, and regulations, applicable to that party in connection with this Agreement.

12.3 Assignment. Neither party may assign this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent; except that a party may assign this Agreement without consent from the other party to any successor to its business or assets to which this Agreement relates, whether by merger, acquisition, or sale of all or substantially all of its assets, or otherwise. Any attempted assignment in violation of the foregoing will be void and of no force or effect.

12.4 Notices. To be effective, notices under this Agreement must be delivered in writing by courier, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address for each party first set forth on the signature page and will be effective upon receipt, except that e-mail may be used for routine communications and to obtain operational approvals and consents but may not be used for any other notices.

12.5 Governing Law and Venue. The laws of the State of Illinois govern this Agreement and any matters related to this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, state or federal courts sitting in Chicago, Illinois in any litigation arising out of this Agreement or the Services.

12.6 Remedies. Each party acknowledges that any actual or threatened breach of Sections 2.5 or 7 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the breaching party agrees to waive any bond that would otherwise be required. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other legal expenses, in addition to any other relief it may receive from the non-prevailing party.

12.7 Waivers. To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.8 Severability. If any provision of this Agreement is unenforceable, the other provisions of this Agreement will be unimpaired, and the unenforceable provision will be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

12.9 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

12.10 Entire Agreement. This Agreement, including all Orders and any exhibits or attachments thereto, constitutes the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No terms and conditions proposed by either party will be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of the Agreement will govern unless the Order specifically overrides this Agreement. No amendment to this Agreement will be effective unless in writing and signed by the party to be charged.

The parties, by their authorized representatives, have entered into this Master Services Agreement as of the Effective Date.

[RESELLER]

CONDUIT SECURITY, INC.

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Address for Notice:

Address for Notice:

Conduit Security, Inc.
Attention: Legal
Box 50417
Nashville, TN 37205

Exhibit A
Support Services
[to be inserted.]