

**LOBBYGUARD SOLUTIONS, LLC
OEM RESELLER AGREEMENT**

This OEM Reseller Agreement (this "**Agreement**") is entered into and effective this ___ day of _____, 2016 by and between LobbyGuard Solutions, LLC whose principal office is located at 4700 Six Forks Road, Suite 300, Raleigh, North Carolina ("**LobbyGuard**"), and _____, whose principal office is at _____ ("**Reseller**"). Each of Reseller and LobbyGuard may be referred to herein as a "Party", and collectively as the "Parties."

1. Definitions.

"**Approved Hardware**" means (i) hardware on LobbyGuard's then-current list of LobbyGuard Product-compatible hardware or (ii) Hardware submitted to LobbyGuard for testing and approved in writing by LobbyGuard as described in Section 2.4 hereof.

"**Confidential Information**" means any information exchanged in connection with this Agreement concerning the other Party's business including, without limitation, tangible, intangible, visual, electronic, written, oral, present, or future information such as: (a) trade secrets, (b) financial information and pricing, (c) technical information, such as research, development, procedures, algorithms, data, designs, and know-how, and (d) business information, such as operations, planning, marketing interests, and products.

"**End User**" means any third party who obtains the rights from Reseller during the term of this Agreement to use the Integrated Product for its internal purposes, and not for redistribution, remarketing, time-sharing, or service bureau use.

"**Hardware**" means hardware that has not been approved in writing by LobbyGuard.

"**Integrated Product**" means the product created by installing the LobbyGuard Products on the Approved Hardware, as set forth on Schedule I hereto.

"**LobbyGuard Products**" means LobbyGuard's software programs described in Schedule I hereto, branded with Reseller Marks as described in Schedule I hereto, in object code format, and all Updates that may be provided hereunder.

"**Reseller Marks**" means Reseller's trademarks, logos and trade names identified in Schedule II hereto.

"**Territory**" means the countries set forth in Schedule II hereto.

"**Updates**" mean error corrections, enhancements, modifications, updates (denoted in the version number by a change to the numbers to the right of the first decimal point (i.e., a change from 2.0 to 2.1 or from 2.1 to 2.1.2)), and new versions (denoted in the version number by a change to the number to the left of the first decimal point (i.e., a change from 2.x to 3.x)) to the LobbyGuard Products that are made generally available without charge.

2. Grant of Rights; Restrictions.

2.1 Use Rights. Subject to the terms and conditions of this Agreement and effective only during the term of this Agreement, LobbyGuard grants to Reseller a nonexclusive license (without rights to sublicense) to use the LobbyGuard Products internally for the purposes of (i) installing a copy of the LobbyGuard Products on Approved Hardware to create the Integrated Product, (ii) internally testing the Integrated Product, (iii) providing support to End Users in the Territory regarding the Integrated Products and (iv) demonstrating the Integrated Products to prospective End Users.

2.2 Distribution Rights.

(a) End Users. Subject to the terms and conditions of this Agreement and effective only during the term of this Agreement, LobbyGuard hereby grants to Reseller a nonexclusive license to directly distribute to End Users in the Territory the LobbyGuard Product as part of the Integrated Product. Such appointment is non-exclusive and non-transferable, and cannot be subcontracted or sublicensed to any third party. Reseller will undertake all sales activities in Reseller's own name, at its expense and on its own behalf in accordance with the terms of this Agreement.

(b) End User Agreement. Prior to distributing the Integrated Product to an End User, Reseller will require each End User to become bound by an end user license agreement for the LobbyGuard Product that is pre-approved in writing by LobbyGuard (the "**End User Agreement**").

(c) Territory Restrictions. Reseller shall not directly or indirectly (i.e., via a third party or an affiliate) advertise, promote, market, sell, lease, distribute or make available for use, the Integrated Product, outside of the Territory. Any violation of the foregoing sentence involving advertising, promoting, marketing, selling, leasing, distributing or making available for use, the Integrated Product, in North America shall be an incurable material breach of this Agreement entitling LobbyGuard to immediately terminate this Agreement, effective upon notice to Reseller.

2.3 Restrictions. The licenses granted herein are subject to the following restrictions. The LobbyGuard Products are licensed to Reseller for use only as expressly set forth in this Section 2, and Reseller will not use the LobbyGuard Products in whole or in part for any other use or purpose, including for its own internal productive purposes or on behalf or for the benefit of a third party. Reseller will not, and will not authorize or instruct any third party to (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying user interface techniques or algorithms of the LobbyGuard Products by any means, or disclose any of the foregoing; (ii) rent, lease, lend, or use the LobbyGuard Products for timesharing, subscription, or service bureau purposes; (iii) incorporate the LobbyGuard Products into or with hardware or software other than Approved Hardware; (iv) use or distribute the LobbyGuard Products on a stand-alone basis; (v) use the LobbyGuard Product for its own competing software development activities; and (vi) sublicense, transfer or assign this Agreement or any of the rights or licenses granted under this Agreement, except as may be permitted pursuant to Section 13.9 (Assignment). Reseller will not remove any copyright notices or proprietary markings from the LobbyGuard Products that are part of the Integrated Product. Permitted copies of the LobbyGuard Products in whatever form must reproduce, without modification, all such copyright notices, and proprietary markings.

2.4 Hardware Authorization.

(a) If Reseller wishes to have Hardware become Approved Hardware, Reseller shall (i) deliver a unit of such Hardware to LobbyGuard for testing in accordance with LobbyGuard's then-current procedures and (ii) pay LobbyGuard, at the time of such delivery, a \$500 testing fee (which shall be nonrefundable). If LobbyGuard does not receive the \$500 testing fee within five (5) days

of its receipt of such unit of Hardware, LobbyGuard in its sole discretion may destroy or dispose of such unit.

(b) If a unit of Hardware does not pass such testing, then LobbyGuard shall (i) notify Reseller of the same and (ii) return such unit to Reseller FOB LobbyGuard's point of shipping, with shipping pre-paid by Reseller. If such shipping is not pre-paid by reseller within 30 days of LobbyGuard notifying Reseller that such unit did not pass testing, LobbyGuard in its sole discretion may destroy or dispose of such unit.

(c) If a unit of Hardware passes LobbyGuard's testing, then (i) Reseller hereby assigns to LobbyGuard all right, title and interest in and to such unit of Hardware, without any liens, claims or other encumbrances and (ii) such Hardware shall become "Approved Hardware" and no further approval by LobbyGuard shall be required with respect to additional units of the same Approved Hardware. Notwithstanding the foregoing, in the event there is a material change to Approved Hardware, such Approved Hardware shall be deemed Hardware unless and until such time as Reseller and such Hardware satisfy the requirements of this Section 2.4.

3. Delivery.

3.1 LobbyGuard Products.

(a) **Master Image.** LobbyGuard will, from time to time, deliver to Reseller a master copy of the LobbyGuard Products. Reseller will only use the current master copy of the LobbyGuard Products as supplied by LobbyGuard for the purposes of creating the Integrated Product.

(b) **Orders.** Reseller acknowledges that the LobbyGuard Product cannot be used by an End User without a LobbyGuard-issued Customer ID. Prior to providing an Integrated Product to an End User, and in order for Reseller to receive a Customer ID from LobbyGuard that would enable the End User to use the LobbyGuard Products as part of the Integrated Product, Reseller shall provide LobbyGuard with an order (the "Order") setting forth: (i) the name of the End User and the End User's address, phone number and email information, (ii) the number Integrated Products provided to the End User and the serial numbers for such Integrated Products and (iii) whether or not Reseller is purchasing Support Services for any of the Integrated Products being distributed to the End User, and (iv) any other information reasonably requested by LobbyGuard from time to time. Reseller shall submit such Order to LobbyGuard in a manner reasonably directed by LobbyGuard from time to time. Within two (2) business days of receiving an Order, LobbyGuard shall issue to Reseller a Customer ID for the respective End User identified in the Order. Customer IDs are specific to the Integrated Products and cannot be transferred to another Integrated Product.

4. Reseller Activities.

4.1 **Reseller Program Requirements.** Reseller shall at all times meet LobbyGuard's reseller requirements set forth on Schedule III hereto.

4.2 **General Requirements.** Reseller shall: (i) use its best efforts to promote, market and sell the Integrated Products to End Users in the Territory; (ii) comply with all applicable Federal, state and local laws and regulations; (iii) not develop, publish, sell, distribute, market or install any software program that competes with, or otherwise performs the same or similar functions to, any LobbyGuard Products, or assist any other person to take any of the foregoing actions or (iv) not make any warranties to third parties regarding the LobbyGuard Products that are not included in LobbyGuard's then current printed materials.

4.3 **Training.** LobbyGuard shall provide to Reseller, through training seminars, training of the Reseller's personnel with respect to the use and operation of the Integrated Products, to be conducted at such time and place and with such frequency, as LobbyGuard shall determine to be appropriate. The Reseller shall be responsible for all expenses of such personnel in attending training (including travel, meals and lodging). LobbyGuard will not charge fees for the initial training session, but shall charge its standard fees for training sessions thereafter.

5. Fees and Payment Terms.

5.1 **Fees.** Reseller will pay the license fees and support fees listed in the attached Schedule I.

5.2 **Payment Terms.** Unless otherwise set forth herein all fees are due and payable to LobbyGuard within 30 days of the date of invoice. All fees shall be paid by wire transfer in accordance with wire transfer instructions to be provided to Reseller by LobbyGuard from time to time. All fees due pursuant to this Agreement are exclusive of shipping fees, taxes (except for taxes based upon LobbyGuard's income), tariffs and duties levied or assessed in connection with the LobbyGuard Products; Reseller agrees to bear and be responsible for the payment of all such fees to the extent the transaction is not exempt from such fees. LobbyGuard is not responsible for any expenses incurred by Reseller in connection with the licensing or distribution of the LobbyGuard Products. Reseller will pay all fees due hereunder without right of setoff or chargeback. Late payments, provided they are not the subject of a dispute, will accrue interest at a rate of the lesser of eight percent (8%) per year or the maximum allowable by law.

5.3 **Records and Audit Rights.** Reseller agrees to make, and to maintain until three (3) years after the last payment under this Agreement is due and paid, complete books, records and accounts with respect to Reseller's distribution of Integrated Products hereunder and its compliance with terms and conditions of this Agreement. Such records shall include the number of units shipped by product and platform, serial numbers, customer information, date of shipment, copies of purchase orders and invoices and support contract information. LobbyGuard shall have the right to audit such books and records for purposes of verification of sales information with respect to the Integrated Products and use of the LobbyGuard Product. Any such audit shall be conducted by LobbyGuard or its representatives during normal business hours, and Reseller shall cooperate fully with LobbyGuard or its representatives in any such audit. Any such audit shall be performed at LobbyGuard's expense; provided, that the cost of such audit shall be paid by the Reseller if such audit reveals an underpayment by the Reseller of more than five percent (5%) of the amounts payable by the Reseller to LobbyGuard in any six (6) month period.

6. Support Services.

6.1 **Support.** Throughout the term of this Agreement, LobbyGuard shall provide Reseller with (i) support for the LobbyGuard Product set forth in Schedule III and (ii) Updates, ("Support Services"). Reseller will be fully responsible for providing support to End Users. In no event will LobbyGuard be responsible for providing support directly to End Users.

6.2 **Limitations and Exclusions of Support Services.** Support Services do not include the following: (i) services in a language other than English; (ii) versions (i.e., a change from 2.x to 3.x) of the LobbyGuard Products other than the current version and the immediately preceding version; or (iii) issues or problems that arise as a result of (a) neglect; misuse; failure of utilities; operation of the LobbyGuard Products with other media not meeting or not maintained in accordance with the manufacturer's specifications; or causes other

than ordinary use, (b) use of the LobbyGuard Products that deviates from any reasonable operating procedures established by LobbyGuard and communicated to Reseller (including through documentation); (c) failure to install any Update provided to Reseller or, (d) modification, alteration or addition or attempted modification, alteration or addition of the LobbyGuard Products undertaken by persons other than LobbyGuard or LobbyGuard's authorized representatives.

6.3 Reseller Assistance. Reseller acknowledges that the successful and timely rendering of the Support Services shall require the good faith cooperation of Reseller. Accordingly, Reseller shall fully cooperate with LobbyGuard, including, without limitation, by providing LobbyGuard with all information reasonably required by LobbyGuard.

7. Proprietary Rights.

7.1 Reseller Marks. Reseller hereby grants to LobbyGuard a license to use the Reseller Marks for the sole purpose of branding the LobbyGuard Products as described in Schedule I.

7.2 LobbyGuard Marks. Reseller shall not use LobbyGuards trademarks, service marks, logos or trade name for any purpose. Reseller acknowledges and agrees that it will be selling the Integrated Product as a private-label solution and therefore it agrees that it will not in any manner identify LobbyGuard as the source of any portion of the Integrated Product.

7.3 LobbyGuard Products. LobbyGuard and its suppliers own and retain all right, title, and interest in and to the LobbyGuard Products, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. Except as expressly granted herein, LobbyGuard does not grant to Reseller any right or license, either express or implied, in the copyrights, patents, trade secret rights, trademarks and other intellectual property rights in the LobbyGuard Products

8. Representations and Warranties.

8.1 General. Each Party represents and warrants that with respect to each such Party's respective products under this Agreement, that each Party (i) has the right to enter into this Agreement with full corporate authority and (ii) is not aware of any claim by any third party that such Party's products infringe upon any intellectual property right or other property rights of a third party.

8.2 DISCLAIMER. THE LOBBYGUARD PRODUCTS ARE PROVIDED AS IS WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

9. Limitation of Liability.

9.1 SUBJECT TO SECTION 9.3 BELOW, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR: (I) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING ANY CLAIMS FOR LOST PROFITS, BUSINESS INTERRUPTION, LOST INFORMATION OR OTHER ARISING IN CONNECTION WITH THE LOBBYGUARD PRODUCT OR THIS AGREEMENT; OR (II) LOSS OR DAMAGE TO PROFITS, CONTRACTS, BUSINESS, ANTICIPATED SAVINGS OR OPPORTUNITIES.

9.2 SUBJECT TO SECTIONS 9.1 AND 9.3, EACH PARTY'S ENTIRE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE LIMITED TO AN AMOUNT NOT EXCEEDING THE FEES RECEIVED BY LOBBYGUARD FROM RESELLER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.

9.3 Nothing in this Agreement shall exclude or restrict either Party's liability for: (i) death or personal injury; (ii) fraud; (iii) breach of Section 11; (iv) any infringement of intellectual property rights or (v) the indemnity under Section 10.

10. Indemnification.

10.1 LobbyGuard. LobbyGuard will defend Reseller against a claim that the LobbyGuard Products, as delivered and as used within the scope of this Agreement, infringe the intellectual property rights of a third party or that LobbyGuard has misappropriated a trade secret in developing the LobbyGuard Products. LobbyGuard also will pay the full amount of any written settlements it authorizes or the damages, costs, and expenses that are finally awarded against Reseller to the extent based on such a claim. The foregoing indemnity will be conditioned upon: (i) Reseller shall notify LobbyGuard promptly in writing of the claim; (ii) LobbyGuard shall have sole control of the defense and all related settlement negotiations (provided that Reseller is kept regularly informed of the status and progress of the claim and that any settlement that adversely affects Reseller in a material manner shall require Reseller's prior written consent); and (iii) Reseller shall provide LobbyGuard, at LobbyGuard's sole cost and expense, with all necessary assistance, information, and authority to perform the above.

10.1.1 Exclusions. LobbyGuard has and will have no liability for any claim of infringement based on: (i) use of other than the current release of the LobbyGuard Products if the infringement would have been avoided by use of the current release; (ii) modification of the LobbyGuard Products by Reseller or a third party; or (iii) the combination or use of the LobbyGuard Products with any other materials or items not furnished by LobbyGuard if such infringement would have been avoided by use of the LobbyGuard Products without such materials or items.

10.1.2 Rights in Event of Infringement. Upon notice of an alleged infringement or if in LobbyGuard's reasonable opinion such a claim is likely, LobbyGuard may, at its option and expense (i) obtain for Reseller the right to continue to exercise the rights in the applicable LobbyGuard Products granted hereunder; (ii) modify the applicable LobbyGuard Products so that they are no longer infringing but functionally equivalent; or (iii) replace the applicable LobbyGuard Products with functionally equivalent software at no additional charge. In the event that none of the above options are reasonably available, LobbyGuard may require Reseller and its End Users to terminate all use and distribution of the LobbyGuard Products, in exchange for a pro rata refund of license fees paid to LobbyGuard. Such pro rata refund shall be based upon the amount of license fees refunded by Reseller to End Users directly as a result of such termination as evidenced by Reseller's competent written records.

10.1.3 Sole Remedy. Reseller's rights under this Section 10.1 are its sole and exclusive remedy, and LobbyGuard's sole and exclusive liability, in the event of any claimed or actual infringement of intellectual property rights.

10.2 Reseller. Reseller will indemnify and hold LobbyGuard harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorney's fees) that LobbyGuard incurs as a result of any threatened or actual suit against LobbyGuard arising from (i) the promotion, marketing, distribution or sale by

Reseller or any of its agents, employees representatives or Subdistributors, and related activities with respect to, the Integrated Products, (ii) any breach by Reseller or any of its agents, employees representatives or Subdistributors in the performance of Reseller's obligations under this Agreement, or (iii) any claims that arise out of, result from or relate to the Approved Hardware, software included as part of the Integrated Product (other than the LobbyGuard Products), or any modification, enhancement or misuse of the LobbyGuard Products.

11. Confidential Information.

11.1 Nondisclosure. Each Party ("**Receiving Party**") will not (i) use the Confidential Information of the other Party ("**Disclosing Party**") for any purpose other than in connection with the performance of this Agreement, or (ii) reproduce or disclose, in whole or in part, the Confidential Information of Disclosing Party to any third party, except to officers, directors and employees of Receiving Party who need to know the Confidential Information and whom are bound by confidentiality, non-use and non-disclosure obligations (such as under their employment contracts) at least as restrictive as those contained herein. Receiving Party agrees that it will safeguard the Confidential Information of Disclosing Party from disclosure in accordance with this Agreement, using no less than a reasonable standard of care. In the event that Receiving Party becomes compelled by law or order of court or administrative body to disclose any Disclosing Party's Confidential Information, Receiving Party will be entitled to disclose such Confidential Information provided that (i) Receiving Party provides Disclosing Party with prompt prior written notice of such requirements to allow Disclosing Party to take any necessary action to safeguard the Confidential Information; and (ii) if required to do so, Receiving Party will furnish only that portion of Disclosing Party's Confidential Information which is legally required to be disclosed and will exercise its best efforts to obtain assurances that Confidential Information will be treated in confidence.

11.2 Exceptions. Notwithstanding anything to the contrary herein, the following will not constitute "Confidential Information" for the purposes of this Agreement: (i) information that Receiving Party can show, by documented and competent evidence, was known by it prior to the disclosure thereof to it, or independently developed by it, in both cases, without using the Confidential Information; (ii) information that is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by Receiving Party in breach of this Agreement; (iii) information that is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party, provided that such source is not known by Receiving Party to be subject to any prohibition against transmitting the information to Receiving Party; or (iv) information for which Disclosing Party has authorized the relevant disclosure or other use.

11.3 Agreement Confidential. Each Party will not disclose, advertise or publish the terms or conditions of this Agreement without the prior written consent of the other Party, except to its professional advisors and to affiliated entities (including any of their employees) and to investors or potential investors who are under an obligation of confidentiality at least as restrictive as that contained in this Section 11.

12. Term.

12.1 Term. This Agreement will commence on the Effective Date and will run for a period of one (1) year ("**Initial Term**"). Thereafter, this Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**") unless terminated according to the terms of this Agreement.

12.2 Termination. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party, with or without cause. Either Party may terminate this Agreement at any time upon written notice if the other Party (i) is in material breach of its obligations hereunder and fails to cure such breach within thirty (30) days following written notice of such breach, or (ii) becomes insolvent or files or has filed against it a petition under bankruptcy or insolvency law which remains undismissed after sixty (60) days, makes an assignment for the benefit of creditors or takes any similar action under applicable bankruptcy or insolvency law.

12.3 Effects of Termination. Upon the expiration or termination of this Agreement for any reason, (i) all rights and licenses granted to Reseller hereunder will terminate and Reseller will cease all marketing and sublicensing of the Integrated Product, (ii) Reseller will return all materials related to the LobbyGuard Products to LobbyGuard; (iii) all obligations of LobbyGuard hereunder shall terminate, (iv) Reseller will transition End Users to LobbyGuard as requested by LobbyGuard; and (v) each Party will return all copies of the Confidential Information disclosed by the other Party which remain in the receiving Party's possession or under its control. Termination will not affect Reseller's obligations to pay all amounts due to LobbyGuard that accrued prior to termination (or, where applicable, after termination).

12.4 Survival. The following sections will survive expiration or termination of this Agreement: 2.3, 4, 5, 7, 8, 9, 10, 11, 12 and 13.

13. Miscellaneous.

13.1 Relationship of the Parties. The Parties will at all times during the term of this Agreement act as, and will represent themselves to be, independent contractors, and not an agent, partner, joint venturer, or employee of the other Party. Neither Party will have the right to enter into any contracts or binding commitments in the name of the other Party or on such other Party's behalf.

13.2 Export Compliance. Reseller shall be responsible for compliance with applicable laws rules and regulations regarding the exporting, importing or re-exporting of LobbyGuard Products. Reseller shall not export, re-export or provide the LobbyGuard Products to: (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List; or (iv) any person or entity where such export, re-export or provision violates any U.S. Export control or regulation.

13.3 Entire Agreement and Amendment. This Agreement including all Schedules and Exhibits attached hereto are intended as the complete, final and exclusive statement of the terms of the agreement between the Parties and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, relating to the subject matter hereof. This Agreement may not be modified except in a writing executed by both Parties.

13.4 Publicity. Reseller authorizes LobbyGuard to use Reseller's name and/or logo on LobbyGuard's website to indicate Reseller's relationship with LobbyGuard.

13.5 Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement (excluding payment obligations) due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, only while cause lasts, provided that the delayed Party: (a) gives the other Party prompt notice of such cause, and (b) uses its commercially reasonable efforts to promptly correct such failure or delay in performance.

13.6 Notices. Notices will be given in writing to the address set forth in the introduction to this Agreement, or to such other address as will be given by either Party to the other in writing. Any notice involving non-performance, termination, or renewal will be sent by recognized overnight courier or by certified mail, return receipt requested. All other notices may additionally be sent by fax with a confirmation of receipt. All notices will be deemed to have been given and received on the earlier of actual delivery (except that faxes sent on a non-business day will be deemed received on the next business day) or ten (10) days from the date of postmark.

13.7 Waiver. Failure of either Party to enforce compliance with any provision of this Agreement will not constitute a waiver of such provision unless accompanied by a clear written statement that such provision is waived. A waiver of any default hereunder or of any of the terms and conditions of this Agreement will not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but will apply solely to the instance to which such waiver is directed. Except as expressly provided herein to the contrary, the exercise of any right or remedy provided in this Agreement will be without prejudice to the right to exercise any other right or remedy provided by law or equity.

13.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute, rule or law, the Parties agree that such invalidity will not affect the validity of the remaining provisions of this Agreement, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

13.9 Assignment. This Agreement will not be assigned by Reseller by operation of law or otherwise without the prior written

consent of LobbyGuard, which consent shall not be unreasonably withheld. It shall not be deemed unreasonable for LobbyGuard to withhold its consent if the proposed assignee is a competitor of LobbyGuard, as determined by LobbyGuard in its sole discretion. Any attempted assignment in violation of this provision will be null and void. LobbyGuard shall be free to assign, delegate or otherwise transfer this Agreement in connection with a sale of substantially all of its assets, a merger or a corporate reorganization without Reseller's consent. From and after the making of any permitted assignment by the assignor, the assignee will be substituted for the assignor as a Party hereto and the assignor will no longer be bound hereby. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties hereto and their respective successors and assigns. Any merger, consolidation or change of ownership of a controlling voting interest of Reseller shall be considered to effect an assignment for purposes of this Section, except in relation to a corporate restructuring exercise where Reseller's ultimate holding company remains the same after the merger, consolidation or change of ownership as it was before such event.

13.10 Governing Law and Venue. This Agreement will be governed and construed in accordance with the laws of the State of North Carolina, without reference to or application of its conflicts of law principles. The parties agree that the judicial forum for any actions or proceedings brought relating to this Agreement will be the federal or state courts located in Wake County, North Carolina.

13.11 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if both parties hereto had signed the same document. All counterparts will be construed together and will constitute one document.

LobbyGuard Solutions, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Reseller: _____

Signature: _____

Name: _____

Title: _____

Date: _____

SCHEDULE I

**PRODUCTS & SERVICES
DESCRIPTIONS AND PRICES**

Description	Price to Reseller
LobbyGuard Software License	\$1300 in QTY 1 - 99 \$1000 in QTY 100
<i>One registered copy of the LobbyGuard Visitor Management System software ,including the LobbyGuard Kiosk software and access to the LobbyGuard Customer Portal. Software is installed by reseller on approved hardware platform. All hardware, peripheral devices, installation, training, and Tier 1 Support are to be provided by the reseller.</i>	
Y1 Support & Maintenance	Included
Shipping and Handling	Software license keys ("Customer ID") are delivered electronically
Installation and Training	All installation and training aspects of OEM installations are the responsibility of the reseller.
Taxes, import fee, duties, etc.	Any such fees are the responsibility of the reseller
Options	Price to Reseller
Annual Support & Maintenance	\$350
<i>Starting with Y2. Includes hosting, background checking, email and phone-based technical support, and all updates to product software. LobbyGuard Technical Support will serve as Tier 2 support for OEM installations and will not interact directly with the customer.</i>	
5-year Support Package	\$1,400
<i>Pre-payment of annual support and maintenance for years 1-5. Extends support through the end of Y5 from date of product shipment.</i>	
Services and Supplies	Price to Reseller
Consumables	Reseller-branded consumables are available via LobbyGuard Channel Manager.
<i>All Visitor Badges, Bar Code Stickers and Key Tags for the LobbyGuard Scout Kiosk are available at http://store.lobbyguard.com</i>	

SCHEDULE II

TERRITORY AND RESELLER TRADEMARKS

Reseller shall have the non-exclusive rights, benefits and obligations to market to the following vertical market(s):

K12 Public and Private Education

Colleges and Universities

Corporate

Government

Health Care

Hotels, Resorts and Casinos

Event Venues and Conference Centers

Civic Organizations

Other: _____

In the following geographic region(s):

Description and Example of Reseller Trademarks and Logos:

SCHEDULE III
RESELLER PROGRAM REQUIREMENTS

1. Only employees of Reseller that have obtained LobbyGuard Certified Salesperson status are permitted to engage in sales-related activities regarding the Integrated Products. Such status can be obtained by taking and passing a test that LobbyGuard will make available to Reseller's employees online. Certification is valid for one year and must be renewed on an annual basis.
2. Only employees of Reseller that have obtained LobbyGuard Certified Technician Level I status are permitted to engage in support or maintenance related activities regarding the Integrated Products. Such status can be obtained by taking and passing a test that LobbyGuard will make available to Reseller's employees online. Certification is valid for one year and must be renewed on an annual basis.
3. During the term of this Agreement, Reseller shall, for every five employees of Reseller who have LobbyGuard Certified Salesperson status, maintain one not-for-resale version of the Integrated Product. For the avoidance of doubt, if Reseller has less than five employees Reseller must maintain one not-for-resale version of the Product. Reseller shall be responsible for purchasing the hardware portion of such Integrated Product, while LobbyGuard will, without charge, license one copy of the LobbyGuard software to Reseller, subject to Reseller agreeing to applicable terms and conditions of purchase, including software license agreements. Licensed copy shall be used solely for demonstration purposes. Reseller will not sublicense, assign or otherwise transfer or provide access to such Integrated Product or any component thereof to any person or entity without LobbyGuard's prior written approval.
4. Reseller shall, upon the execution of this Agreement, pay LobbyGuard a participation fee equal to \$_____, of which \$_____ will be applied to Marketing Development Funds per the discretion of LobbyGuard. If LobbyGuard does not receive such fee when due, it shall, notwithstanding the terms of Section 12.2 of this Agreement, have the right to terminate this Agreement immediately upon notice to Reseller.

SCHEDULE IV
SUPPORT & UPDATE POLICY

"**Tier 1 Support**" means support offered directly to the End User.

"**Tier 2 Support**" means support and technical assistance offered directly to the Reseller.

Reseller is responsible for Tier 1 Support including but not limited to installation, training, ongoing technical support and updates to its customers. Reseller is responsible for Tier 1 Support for any hardware and/or software made available and sold to End User.

LobbyGuard shall provide Tier 2 Support to OEM reseller. Such support will be made available via live technician Monday – Friday 8am – 5pm Eastern Time excluding US Federal Holidays via toll free number and/or email-based response. LobbyGuard will provide answers and assistance directly to Reseller and will not interface directly with the End User at any time. LobbyGuard will provide same-business-day response to tickets opened before 12:00 PM and will provide next-business-day response to tickets opened thereafter. Tickets shall be submitted by reseller through the channels made available at www.lobbyguard.com/support

Tier 2 Support will not serve as a pass-through for Tier 1 Support. Inquiries judged to be of a nature that can and should be addressed as part of the Tier 1 Support will be rejected by LobbyGuard. Repeat offenses of this nature shall constitute a breach on the part of Reseller to provide Tier 1 Support. At no time is LobbyGuard responsible or able to provide support for any hardware sold by the Reseller to the End User. Tier 2 Support shall be exclusively focused on LobbyGuard Software.

Reseller shall make available, at LobbyGuard's request, any information regarding support issues for any and all customers using the Integrated Product. Such information includes but is not limited to customer name, contact information, nature of the support request, resolution to the request and time of resolution.

UPDATES

LobbyGuard shall, from time to time and at its own discretion, release Product Updates to the software. These updates will be automatically delivered and installed to Integrated Products. Any such update shall be accompanied by a posting of Release Notes to www.lobbyguard.com/support.