

**LOBBYGUARD SOLUTIONS, LLC  
RESELLER AGREEMENT**

This Reseller Agreement (this "Agreement") is effective the \_\_\_ day of \_\_\_\_\_ 2016 (the "Effective Date") by and between LobbyGuard Solutions, LLC, a North Carolina limited liability company with its principal office at 4700 Six Forks Road, Suite 300 ("LobbyGuard"), and \_\_\_\_\_ a \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Reseller"). In consideration of the mutual covenants, agreements, benefits and obligations set forth herein, the parties hereby agree as follows.

**1. Appointment.**

1.1 **Appointment.** Subject to the terms and conditions of this Agreement, LobbyGuard appoints Reseller as a reseller to promote, market and sell the products (the "Products") and support and maintenance services (the "Services") identified set forth in Schedule A hereto, to prospective end-users ("Customers") located in the territory set forth in Schedule B (the "Territory"). Such appointment is non-exclusive and non-transferable, and cannot be subcontracted to any third party. Reseller shall have no right to appoint any third parties to promote, market or solicit orders for the Products and Services. 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. Reseller will not provide any services regarding the products except to the extent authorized in writing by LobbyGuard.

1.2 **Product Changes.** LobbyGuard does not represent that it will continue to manufacture any particular item or model of product indefinitely, or that it will continue to offer the Services. LobbyGuard specifically reserves the right to modify any of the specifications or characteristics of the Products, to remove any Product from the market, and/or to cease manufacturing or supporting the Products.

**2. Reseller Obligations.**

2.1 **Generally.** Reseller shall:

(i) use its best efforts to promote, market and sell the Products and Services to Customers in Market and Territory;

(ii) advertise the Products and Services in a commercially acceptable manner, conforming to the requirements of this Agreement, including all legal requirements and proper trademark and trade name usage. In addition to (or in replacement of) those contained in this Agreement, LobbyGuard may periodically issue advertising and trademark and logo usage guidelines to which the Reseller's advertising, promotion and licensing of the Products shall conform;

(iii) conduct its business in an ethical manner, reflecting favorably upon the Products and the valuable reputation, goodwill, and image of LobbyGuard. Without limitation the Reseller shall not: (x) make any false or misleading representations, or any guarantees concerning the Products or Services; or (y) engage in any unfair trade practice;

(iv) comply with all applicable Federal, state and local laws and regulations;

(v) not develop, publish, sell, distribute, market or install any software program that competes with, or otherwise performs the same or similar functions to, any Products, or assist any other person to take any of the foregoing actions;

(vi) provide to LobbyGuard (for use by LobbyGuard in its sole discretion): (x) good faith estimates of future orders to be made

by the Reseller; and (y) annual marketing plans developed by the Reseller;

(vii) promptly submit to LobbyGuard, for LobbyGuard's attention and handling, all inquiries received by Reseller from prospective Customers outside of the Market and/or Territory;

(viii) furnish LobbyGuard with forecasts of future orders by Customer and Product, and a report describing services and activities rendered on behalf of Company during the reporting period no less frequently than once per calendar quarter; and

(ix) furnish LobbyGuard with customer names and contact information no less frequently than once per calendar quarter.

2.2 **Training: Other Services.**

(a) LobbyGuard shall provide to Reseller, through training seminars, training of the Reseller's personnel with respect to the use and operation of the 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.

(b) Upon Reseller's request, LobbyGuard may, in its sole discretion and without charge, assist Reseller in its initial sales efforts. LobbyGuard will make additional training, implementation and support services available at its then-current rates.

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

**3. Product Orders.**

3.1 **Procedure.** Reseller must submit all orders for Products in writing or using any other submission method then-approved by LobbyGuard. This Agreement supersedes any terms or conditions contained in printed forms submitted as, or with, purchase orders, sales acknowledgments or invoices. The only effect of any terms contained in any purchase order will be to request the time and place of delivery and the model and number of units to be delivered, but they will not change or add to the terms of this Agreement in any way. Purchase orders will not be binding upon LobbyGuard until their written acceptance by LobbyGuard. LobbyGuard, in its sole discretion, may refuse or reject any purchase order.

3.2 **Delivery.** LobbyGuard will use commercially reasonable efforts to meet the delivery dates requested in Reseller's purchase orders; provided, however, LobbyGuard will not be liable for delays in delivery for any reason. LobbyGuard reserves the right to allocate Product shipments at LobbyGuard's discretion among all of LobbyGuard's customers, dealers, resellers and distributors. LobbyGuard will ship Products to Reseller's designated locations in the Territory. IN NO EVENT WILL LOBBYGUARD BE LIABLE FOR INCREASED COSTS, LOSS OF PROFITS OR GOOD WILL

OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES DUE TO LATE OR NONDELIVERY OF PRODUCTS.

3.3 Shipping. Delivery will be F.O.B. point of shipment at LobbyGuard's location. LobbyGuard will select a reputable carrier, who will deliver the Products to Reseller at the location(s) shown on the applicable purchase order, or as otherwise agreed to by the parties. Title and risk of loss or damage will pass to Reseller at LobbyGuard's place of shipment upon delivery to the first carrier. Any loss or damage after delivery to the first carrier, including damage or loss during transportation, will be Reseller's responsibility and will not relieve Reseller of its payment obligation.

3.4 Cancellation. Reseller may cancel an individual purchase order provided it gives LobbyGuard written notice of such cancellation at least sixty (60) days prior to the requested shipping date of such order.

**4. Orders for Services.** All customer orders for Services solicited or obtained by Reseller will be initiated by written purchase orders submitted to LobbyGuard and will be subject to acceptance or rejection by LobbyGuard at its reasonable discretion. LobbyGuard will use reasonable efforts to promptly acknowledge each purchase order for Services after receipt and acceptance thereof. All purchases of Services will be governed by LobbyGuard's sales policies, and will be subject to the Customer executing LobbyGuard's then-current agreement covering the Services. All invoices for sales of Services will be rendered by LobbyGuard directly to the Customer.

## **5. Products Prices and Taxes.**

5.1 Pricing. Products shall be sold to Reseller at the prices on Schedule A. LobbyGuard may change the price list from time to time effective 15 days after LobbyGuard's written notice to Reseller of such change. Any such change will not apply to any order received prior to the date of such notice if the requested shipment date is less than 15 days from the date of the order. Prices are F.O.B. point of shipment. Unless otherwise directed by Reseller, LobbyGuard will prepay the freight and bill Reseller for transportation charges. Reseller may sell the Products at any price determined by Reseller in its sole discretion. The difference between Reseller's selling price and the price paid to LobbyGuard for a Product shall be Reseller's sole remuneration for sales of Products.

5.2 Taxes. Pricing is exclusive of federal, state and/or local excise, sales, use property, reseller, occupation or similar taxes. Reseller agrees to pay all such taxes due on the Products which will be added to Reseller's total invoice amount, unless Reseller furnishes LobbyGuard with a valid resale or exemption certificate.

## **6. Product Payment Terms and Security Interest.**

6.1 Payment Terms. LobbyGuard will invoice Reseller for Products upon shipping. Unless otherwise specified herein, all payments hereunder shall be due within 30 days from date of invoice. LobbyGuard may assess late charges equal to the lesser of one and one-half percent (1 1/2%) per month or the highest rate permitted by law. LobbyGuard may also collect from Reseller all costs, including reasonable legal fees, which LobbyGuard may incur to collect any delinquent amount.

## **7. Warranty.**

7.1 Scope. LobbyGuard will warrant the quality of the software included in the Products directly to the Customer in accordance with its then-current end user license agreement.

LobbyGuard makes no warranties with respect to third party hardware included in the Products. LobbyGuard will, to the extent that it has the right to do so, pass through to Customer all warranties made by LobbyGuard's hardware supplier.

7.2 Remedies. In case of breach of the warranty set forth in Section 7.1 that is reported to LobbyGuard during the applicable warranty period, LobbyGuard will provide Customers with the limited remedy set forth in the applicable end user license agreement. Reseller acknowledges that this Section sets forth LobbyGuard's exclusive liability to Reseller for any breach of warranty or other duty related to the quality of the software included in the Product.

7.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE PRODUCTS AND SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY LOBBYGUARD OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

**8. Indemnification.** Reseller at its expense will defend any third party claim or judicial action brought against LobbyGuard, and indemnify LobbyGuard against any liability for damages awarded in such action, insofar as the same is based on any claim relating to Reseller's: (i) breach of this Agreement or (ii) negligence or intentional misconduct.

## **9. Software; Confidential Information.**

9.1 Software. The Product includes LobbyGuard's proprietary software. No Customer shall be permitted to use the Product until it agrees to LobbyGuard's standard click-license agreement which is presented to the Customer upon first use of the Product. LobbyGuard shall from time to time provide a copy of such license to Reseller. Reseller shall provide a copy of such license to a Customer prior to submitting an Order for such Customer, and Reseller shall be responsible for ensuring that the Customer will agree to such agreement upon first use of the Product. In the event a Customer receives a Product, does not agree to the license and returns such Product to Reseller, Reseller shall be solely liable for providing a refund to such Customer.

9.2 Confidential Information. Reseller acknowledges that as a result of this Agreement, Reseller will acquire and/or have access to and make use of confidential information of LobbyGuard and its licensors. As a material inducement to LobbyGuard to contract with Reseller, Reseller covenants and agrees to preserve all confidential information of LobbyGuard and its licensors and not to disclose or use in any way, either during or after the term of this Agreement, any LobbyGuard confidential information known to Reseller as a result of this Agreement or Reseller's relationship with LobbyGuard, except as authorized by LobbyGuard in writing or as necessary to perform Reseller's obligations hereunder. Confidential information of LobbyGuard will include customer lists, designs, engineering details, and any other item or area which LobbyGuard notifies Reseller is confidential, or which Reseller should have a reasonable basis to believe is confidential.

## **10. Trademarks, Logos and License Disclaimer.**

10.1 Ownership and Use of LobbyGuard Marks. While this Agreement is in effect, Reseller may indicate to the public and

the trade that Reseller is an authorized Reseller of the Products. Reseller will not adopt or use any of LobbyGuard's logos, trademarks or trade names, in whole or in part, or any confusingly similar word or symbol, as part of Reseller's company name. Reseller acknowledges LobbyGuard's exclusive ownership in the LobbyGuard name and logotype as well as certain other trademarks and trade names which LobbyGuard uses in connection with the Products, and agrees that Reseller will not acquire any interest in any of these trademarks or trade names by virtue of Reseller's use or of this Agreement.

10.2 Review and Approval of Uses. Reseller must obtain LobbyGuard's prior written approval to use any of LobbyGuard's trademarks or trade names in any advertising or literature, and must strictly comply with LobbyGuard's instructions regarding their use. Among other things, Reseller will be required to indicate explicitly LobbyGuard's ownership of the name or mark. At LobbyGuard's request, Reseller will submit to LobbyGuard for LobbyGuard's approval specimens or photographs of Reseller's letterhead, business cards, telephone directory listings, signs and vehicle markings and any other advertising materials in which Reseller indicates an affiliation with LobbyGuard or the sale or distribution of the Products. At the expiration or termination of this Agreement, Reseller will immediately discontinue any use of all LobbyGuard names and trademarks, as well as any other combination of words, designs, trademarks or trade names that would indicate that Reseller is or was an authorized reseller of the Products.

**11. Limitation of Remedies and Liability.** IN NO EVENT WILL LOBBYGUARD BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. LOBBYGUARD'S TOTAL LIABILITY WHETHER FOR BREACH OF CONTRACT, WARRANTY, LATE DELIVERY OR NON-DELIVERY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, IS LIMITED TO THE PRICE OF THE PARTICULAR PRODUCTS SOLD WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

**12. Government Sales.** In the event the Reseller elects to sell LobbyGuard products or services to any U.S. federal, state or local government agency, or foreign government agency, or to a prime contractor or subcontractor selling to such entity, Reseller does so solely at its own option and risk and agrees not to obligate LobbyGuard as a subcontractor or otherwise to the government customer. Reseller remains solely and exclusively responsible for compliance with all statutes, regulations and clauses governing sales to the U.S. federal, state or local, or foreign government agency. LobbyGuard makes no representations, certifications, or warranties whatsoever with respect to the ability of its goods, services or prices to satisfy any such statutes, regulations or clauses.

**13. No Exports.** Reseller will not export any Products, software, documentation or other products or technical data furnished to Reseller under this Agreement.

#### **14. Term and Termination.**

14.1 Term. The initial term of this Agreement will commence as of the Effective Date and will continue for an initial term which expires one (1) year after the Effective Date, unless sooner terminated as provided in this Agreement. Thereafter, this Agreement will renew automatically for successive one-year additional terms unless a written notice of non-renewal is sent by either party no less than thirty (30) days prior to the expiration of the initial or successive term or unless otherwise terminated pursuant to the terms of this Agreement. Nothing contained in this Agreement

will be deemed to create any express or implied obligation on either party to renew or extend this Agreement or to create any right to continue this Agreement on the same terms and conditions contained herein.

14.2 Termination for Default. Either party may terminate this Agreement immediately if the other party: (a) fails to make any payment when due; (b) makes an assignment for the benefit of its creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of its assets; or (c) files for relief under state or federal bankruptcy laws or has an involuntary petition filed against it not dismissed within 30 days.

14.3 Termination for Breach. Either party may terminate this Agreement upon the material breach of the other party if such breach is not cured within 30 days of notice of such breach by the nonbreaching party.

14.4 Termination for Convenience. Either party may terminate this Agreement at any time without cause by providing 30 days prior written notice. In the event LobbyGuard terminates this Agreement without cause, LobbyGuard shall refund a pro-rata portion of the program fee for the then-current term, based on the number of months remaining in the then-current term.

#### 14.5 Effect of Termination or Expiration.

(a) Upon the termination or expiration of this Agreement for any reason, (i) all sums owed by either party to the other will become due and payable immediately, and (ii) Reseller will, within five (5) working days of such termination or expiration, deliver to such address as LobbyGuard will specify all LobbyGuard property, including, but not limited to, all equipment, customer data, software items, catalogs, drawings, designs, engineering photographs, samples, literature, sales aids and any confidential business information and trade secrets of LobbyGuard in Reseller's possession along with all copies.

(b) Upon termination of this Agreement by LobbyGuard in connection with a breach or default by Reseller, LobbyGuard will be relieved of any obligation to make any further shipments under this Agreement and, with respect to termination, may cancel all of Reseller's unshipped orders for the Products, irrespective of previous acceptance by LobbyGuard. LobbyGuard will have no obligation or liability to Reseller, its prospective customers or any other party in connection with any such cancellations.

(c) LobbyGuard's acceptance of any order by Reseller for Products after the termination or expiration of this Agreement will not be construed as a renewal or extension of this Agreement, nor as a waiver of termination or expiration of this Agreement.

(d) Sections 7, 8, 9, 11, 14 and 15, and any payment obligations accruing prior to the date of termination or expiration shall survive the termination or expiration of this Agreement.

#### **15. General.**

15.1 Notices. Notices under this Agreement must be sent by telegram, telex, telecopy, or registered or certified mail to the appropriate party at its address stated on the first page of this Agreement (or to a new address if the other has been properly notified of the change). If the notice is to LobbyGuard, the notice must be addressed to the President of LobbyGuard.

15.2 Entire Agreement; Severability. This Agreement constitutes the entire and final expression of agreement between the

parties pertaining to the subject matter of the Agreement and supersedes all other communications between the parties, including all previous oral or written communications. If any provision is held invalid all other provisions will remain valid, unless such invalidity would frustrate the purpose of this Agreement.

15.3 Amendment. No alteration or modification of the Agreement will be binding upon either Reseller or LobbyGuard unless made in writing and signed by an authorized representative of each.

15.4 Waiver. No failure or delay to act on any rights under this Agreement will be construed to prejudice these or any other rights of the parties.

15.5 Relationship of Parties. Each party will be deemed to be an independent contractor and not an agent, joint venturer, or representative of the other, and neither party may create any obligations or responsibilities on behalf of or in the name of the other. Under no circumstances may Reseller hold itself out to be a partner, employee, franchisee, representative, servant or agent of LobbyGuard. Reseller acknowledges that it is not reliant on LobbyGuard for goods and services for Reseller's business. Reseller

also agrees that the operation of Reseller's business is not associated with any trademark or other commercial symbol identified with LobbyGuard or LobbyGuard's Products and that Reseller is not a franchisee of LobbyGuard for any purpose.

15.6 Force Majeure. Neither party will be liable to the other (except with respect to the payments to be made to LobbyGuard by Reseller) for its delay or failure to perform due to strikes, riots, storms, fires, acts of God, or any other similar causes beyond the reasonable control of such party. In no event will any such occurrence extend the term of this Agreement.

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

15.8 Governing Law. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized representatives.

LOBBYGUARD SOLUTIONS, LLC

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Reseller Name)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

**SCHEDULE A**

**SEE ATTACHED PRODUCTS & SERVICES  
DESCRIPTIONS AND PRICES**

**SCHEDULE B**

**TERRITORY**

**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):**

\_\_\_\_\_

## SCHEDULE C

### 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 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. During the term of this Agreement, Reseller shall, for every ten employees of Reseller who have LobbyGuard Certified Salesperson status, maintain one not-for-resale version of the 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 Product, while LobbyGuard will, without charge, license a copy of the LobbyGuard software to Reseller, subject to Reseller agreeing to applicable terms and conditions of purchase, including software license agreements. Reseller will not sublicense, assign or otherwise transfer or provide access to such Product or any component thereof to any person or entity without LobbyGuard's prior written approval.
3. Reseller shall, upon the execution of this Agreement, pay LobbyGuard a participation fee equal to \$\_0\_, of which \$0 will be applied to Market Development Funds at the sole discretion of LobbyGuard. If LobbyGuard does not receive such fee when due, it shall, notwithstanding the terms of Section 15.3 of this Agreement, have the right to terminate this Agreement immediately upon notice to Reseller.