

Reseller Product Purchase Agreement

This Reseller Product Purchase Agreement (hereinafter the “Agreement”) is entered into and effective as of _____, _____ (the “Effective Date”) by and between by and between the following parties:

SmartWitness Holdings, Inc. (hereinafter “Company”) having a place of business at 1016 Lunt Avenue, Schaumburg, IL 60193; and

_____, _____ (hereinafter “Reseller”) having a place of business at _____, _____, each individually a “Party” and collectively referred to as the “Parties.” The territory of this Agreement is: _____ (the “Territory”).

I. RECITALS

1.01 Whereas the Company designs, develops, manufactures, markets, licenses, sells and services Mobile DVR/CCTV Systems, Cameras, Accessory Products & Services (the “Product”) as set forth in Product listings and related pricing made available to Reseller from time to time.

1.02 And whereas the Company and the Reseller desire to enter into this Agreement upon the following terms and conditions whereby the Reseller will have a non-exclusive right to market and sell the Product.

NOW THEREFORE in consideration of the mutual promises and agreements contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

II. RIGHTS AND OBLIGATIONS

2.01 The Reseller shall have the non-exclusive, non-transferable and revocable right to purchase, sell, market and/or lease the Product purchased from the Company in the Territory, subject to the terms and conditions of this Agreement. All purchases by the Reseller from the Company shall be final and may only be returned by the Reseller at the sole discretion of the Company pursuant to its then current policies.

2.02 The Reseller shall not sell (directly or indirectly) or deliver any Product to any country where a delivery of such Product would be prohibited by any applicable laws or regulations.

2.03 The Reseller shall use its commercially reasonable efforts to sell, market, and/or lease the Product. The Reseller shall conduct its business activities in connection with the sale, marketing, and/or leasing of the Product in a manner that will not harm or damage the Company or the reputation of the Company or the Product.

2.04 The Reseller shall use the Company’s identifying logo, trade name, trademark, patent markings, or any other of the Company’s identifying marks, solely in connection with the sale, marketing, and/or leasing of the Product in all marketing, sales or promotional material, including but not limited to, flyers and website advertising or marketing. All such uses shall comply with the Company’s style guide or other policies, as provided by Company to Reseller from time to time. Company reserves the right to require Reseller to modify or remove any such use (as reasonably practical) or cease any such use.

2.05 The Reseller hereby acknowledges that by entering into this Agreement with the Company as a reseller of the Product, the Reseller is designated as a non-exclusive reseller of the Product and the Company reserves the right to appoint additional resellers, or sales representatives or distributors for the Products at any time during or following the term of this Agreement.

2.06 The Reseller shall be responsible for all of its own expenses and employees in association with the sale, marketing, and/or leasing of the Product. The Reseller shall at its sole expense, hire and train all employees and/or independent contractors, consultants and salespersons that it may require to carry out its obligations under this

Agreement, and the Reseller hereby agrees that it will not incur any expense that is attributable to the Company, except any expenses that may be mutually agreed to by the Company and the Reseller in writing.

2.07 The Reseller hereby agrees that the Company shall retain all right, title and interest in and to any copyrights, trademarks, or other intellectual property contained in any materials provided by Company or its agents to the Reseller.

2.08 Company shall provide Reseller with Minimum Advertised Price (MAP) Policy of the Products set forth as a link in Company's onboarding materials provided to Reseller (MAP Pricing). Reseller agrees to be bound by the following MAP Policy and to check Company's web site for updates thereto. Failure to follow the MAP Policy shall be considered a material breach of this Agreement.

III. TERMS AND CONDITIONS

3.01 The Company and the Reseller hereby agree that the Reseller shall submit to the Company a purchase order ("PO") for all Product ordered by the Reseller from the Company.

3.02 The Reseller hereby agrees that any PO submitted by the Reseller to the Company, shall confirm the Reseller's agreement to the terms and conditions contained in this Agreement.

3.03 The Company and the Reseller hereby agree that any PO placed by the Reseller for the Product shall be binding on Reseller, until such time the PO is accepted or rejected by the Company.

3.04 The Company and the Reseller hereby agree that any additional terms or conditions contained in any PO, or other communication between the Parties hereto, shall not be binding on either Party unless such additional terms and conditions are mutually executed in writing by each Party as an amendment to this Agreement.

3.05 The Company shall use commercially reasonable efforts to provide to the Reseller within five (5) business days after the receipt of a PO from the Reseller, a written acceptance of the PO or its written objection to the PO. Should the Company fail to provide such written confirmation within the required time, such PO shall be deemed to be rejected by the Company. Written acceptance of a PO by Company shall not be deemed to be written acceptance of any additional terms or conditions contained in any PO submitted by the Reseller.

3.06 Notwithstanding any provisions in the Reseller's PO, the Reseller is responsible for all taxes, duties, shipping, handling and insurance. Risk of loss passes to Reseller at time of delivery of Products by Company to the third-party shipping or transportation vendor. The Company and the Reseller hereby agree that each PO submitted by the Reseller to the Company shall contain specific identification of the Reseller's customer and shipping instructions.

IV. INTELLECTUAL PROPERTY

4.01 The Company retains all copyright, trademark, patent, and other intellectual property and/or proprietary rights in and to the Product and any related documentation or materials provided by Company in connection therewith. The Reseller shall ensure that its customers and their respective end users acknowledge and agree to the foregoing.

4.02 Nothing in this Agreement shall be construed to grant to the other Party any rights, ownership or interest in each other's products or services or any sales, marketing and promotional materials, or in each other's copyrighted material, trademarks, or other intellectual property, other than those express and specific rights granted under this Agreement.

4.03 Neither the Company or the Reseller shall directly or indirectly use any of the other Party's trademarks, trade names, logos or any part thereof, or any mark or name confusingly similar thereto, as part of its corporate or business name or in any other manner, except that during the term of this Agreement (a) the Reseller may identify itself as an authorized reseller of the Product and (b) with the Company's prior written consent the Reseller may use the Company's trademarks, trade names, or logos relating to the Product for display purposes and in connection with solicitation of orders for the Product. All resulting use of such trademarks, trade names or logos shall inure solely to

the benefit of the Party that owns such trademarks, trade names or logos. In addition, neither Party shall register any of the other Party's trademarks, trade names or logos or any mark or name closely resembling them, unless requested to do so by the other Party in writing.

4.04 Each of the Company and the Reseller agrees to cooperate with and assist the other Party at the other Party's expense, in the protection of trademarks, patents, or copyrights owned by or licensed to the other Party and shall inform the other Party immediately of any infringements or other improper action with respect to such trademarks, patents, or copyrights that shall come to the attention of the first Party.

4.05 Reseller shall not at any time, nor permit or encourage any customer or third party to, directly or indirectly (i) reverse engineer, decompile, disassemble, decode, adapt or otherwise attempt to derive or gain access to any source code or other software component of the Products, in whole or part; (ii) copy, modify, translate, or create derivative works of the Products, in whole or in part; (iii) modify, remove or obstruct any proprietary notices or labels on or within the Products; (iv) take any action that effects the security, integrity or intended functionality of the Products; or (iv) use or distribute the Products in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law, rule or regulation. The Reseller shall ensure that its customers and their respective end users are bound to the foregoing provisions.

V. PAYMENT PROVISIONS

5.01 Unless otherwise agreed in writing the Company and the Reseller hereby agree that all prices shall be payable in US Dollars and all payments shall be made by the Reseller to the Company Net 30 from the acceptance of the applicable PO by the Company unless otherwise mutually agreed in writing by Company and Reseller in a separate written agreement separate from the PO. (Invoices will be sent via electronic mail prior to shipment of products).

5.02 The Reseller hereby agrees that should it fail to make any requirement payments to the Company upon receiving an invoice for payment, the Company may demand full or partial payment from the Reseller or request that security, reasonably satisfactory to the Company be provided by the Reseller to the Company to guarantee payment of such invoices by the Reseller.

5.03 The Company and the Reseller hereby agree that invoices that are unpaid at their due date, shall bear interest at a rate of 1.5% monthly or the maximum rate allowed by law, whichever is more, until paid in full by the Reseller. In the event that the Reseller's account is referred to an attorney or collection agency, Company's attorney's fees and costs of collection shall be due from Reseller and recoverable by the Company.

5.04 The Company and the Reseller hereby agree that if deliveries are made in installments, the invoice with respect to each shipment shall be paid when due without regard to the other scheduled deliveries.

5.05 The Company may extend payment terms to the Reseller with a submission of a credit application, but only as approved by Company's credit insurance company and/or factoring company and only to the approved limits.

VI. REPRESENTATIONS AND WARRANTIES

6.01 The Company warrants that each Product will be free from defects in design, materials and workmanship and will perform in conformance with the applicable specifications and documentation with respect to such Product. The period of warranty shall be 24 months from the date of shipment of such Product to the Reseller.

6.02 The Reseller hereby agrees that it shall not modify or in any way alter the Product supplied by the Company without the Company's prior written consent or make any warranty or representation other than those contained in the Company's warranty annexed hereto as Schedule A.

6.03 Any warranties given by the Reseller with respect to any Product which has been altered without the prior written consent of the Company, shall be void.

6.04 Any claims made by the Reseller in respect to any Product shall be made pursuant to the Company's warranty attached hereto as Schedule A.

6.05 During the warranty period set forth in this Section, the Reseller's remedy in the event of such defect or failure to perform is expressly limited to the correction of the defect or failure by repair, refurbishment or replacement, at the Company's option and expense. During the warranty period, change orders and maintenance revision upgrades will be provided upon request and as may be needed for proper operation of Products. The Company reserves the right, in connection with the replacement of returned Products or the repair of Products returned for repair, to use parts and components (including refurbished parts and components) that are like new or equivalent in performance to the original part or component. Replaced products, parts or components shall become the property of the Company.

6.06 Claims by the Reseller with respect to defective Products shall be made in accordance with the Return Material Authorization procedure of the Company set forth in Schedule A as same may be amended from time to time on at least 30 days' notice to the Reseller.

6.07 Notwithstanding the foregoing, the Company shall have no liability pursuant to Section 7 or under this Agreement with respect to defects arising in Products through (i) normal wear and tear or obsolescence, (ii) causes external to the Products (such as, for example, unusual physical stress, power failure or unusual environmental conditions), (iv) combination or integration with, or dependence on, any third party products or services, including but not limited to broadband, wireless, cellular, or other telecommunications services or (iv) any cause other than ordinary use (such as, for example, accident, fire, lightning, water damage, neglect, misuse, improper installation or testing, or unauthorized attempts to repair, alter or modify) or otherwise beyond the reasonable control of Company.

6.08 The foregoing warranties are exclusive and in lieu of all other express and implied warranties whatsoever, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

VII. LIMITATION OF LIABILITY

7.01 The Company shall not be liable for any claims, losses, disputes, suits or causes of action based on, or arising out of, the acts or omissions of Reseller or any of its customers or any third party. Company or third party vendors may interrupt websites or online services at any time to perform maintenance, to address security breaches, or for any other reason, or no reason at all, with no liability to the Reseller or its customers whatsoever.

7.02 In no event will the Company, or its affiliates, independent contractors, employees, agents, or third-party partners, licensors, or suppliers be liable for any incidental, indirect, punitive, special or consequential damages (including lost profits or lost business opportunity) that the Reseller or its customers may incur or experience by reason of its having entered into or relied on this Agreement, or arising out of the performance of this Agreement, even if the Company was advised or knew of the possibility of such damages. The foregoing limitation will apply regardless of the form of the claim(s), in which such liability may be asserted, whether in contract, tort (including negligence) or otherwise.

7.03 In no event will the cumulative damages to which Reseller may be entitled under this Agreement, regardless of the legal theory on which such damages may be based, exceed the amount of fees paid by Reseller hereunder during the 12 month period preceding the event giving rise to the applicable claim. The existence of more than one (1) claim during the term hereof will not enlarge this limit.

7.04 Reseller shall ensure that its customers and their respective end users acknowledge and agree that the Company's liability is limited in accordance with this Section 7.

VIII. INSURANCE

8.01 Each of the Company and the Reseller shall at all times maintain appropriate commercial liability and product liability insurance with a recognized insurance provider for coverage of not less than one million (\$1,000,000.00) U.S. Dollars.

8.02 The Reseller hereby agrees to provide evidence of such insurance to the Company within seven (7) days of a written request by the Company.

IX. CLAIMS

9.01 Any and all warranty claims made against the Company shall be made in accordance with the Company's standard procedures and other written instructions provided to the Reseller by the Company hereunder. Any and all claims shall be submitted to the Company in writing and shall contain details of the claim made against the Company.

X. PRODUCT CHANGES OR DISCONTINUANCE

10.01 The Company reserves the right at any time to change the design of the Product without the prior consent of the Reseller. The Reseller shall not have any approval rights with respect to any changes or modifications of the Product made by the Company.

10.02 The Company reserves the right at any time to discontinue the production or manufacturing of the Product without any obligation of any kind as a result of such discontinuance. The Company hereby agrees that it shall notify the Reseller in writing of any change, discontinuation or the stopping of production of the Product.

XI. INDEMNIFICATION

11.01 Reseller shall indemnify, hold harmless and, at no expense to Company, defend Company and its affiliates (if any), and its and their respective directors, officers, employees, and authorized agents and other representatives (each a "Company Indemnified Party") from and against any and all third-party claims, demands, actions, suits, proceedings, damages, liabilities, losses, fines, penalties, judgments, awards, settlements, costs and expenses, including reasonable attorneys' fees and court costs (collectively, "Third-Party Claims") arising from, or related in any manner whatsoever to any actual or alleged conduct by Reseller constituting breach of this Agreement or fraud, negligence or misconduct..

11.02 Company shall indemnify, hold harmless and, at no expense to Reseller, defend Reseller and its affiliates (if any), and its and their respective directors, officers, employees, and authorized agents and other representatives (each a "Reseller Indemnified Party") from and against any and all Third-Party Claims arising from, or related in any manner whatsoever to an allegation that any Products infringe upon any third party's patent, copyright or trademark rights. However, Company shall have no obligation to defend Reseller Indemnified Parties against any infringement claim to the extent that the claim results from (i) the combination, operation or use of any product or service provided by Company with any product or service (including third-party software, hardware and/or equipment) not provided by Company, (ii) any modification to products or services made without Company's prior written consent, (iii) failure to use updated or modified products or services as provided by Company, (iv) use of any release of Company software or any firmware other than the most current release made available to Reseller, or (v) use of products or services not in accordance with this Agreement and applicable Product documentation, (vi) any modification to products or services by a person other than Company or an authorized representative of Company, or (vii) Company's compliance with any designs, specifications, or instructions provided by Reseller Indemnified Parties. If Company receives notice of an alleged infringement by any Products, or if Company reasonably believes that an infringement claim is likely, Company may stop delivery of the affected Products without liability for failure to deliver them. Company will have the right, at its sole option hereunder, to obtain the right for Reseller to continue use of the affected Products, or to replace or modify the

affected Products so that they are no longer alleged or believed to infringe, provided that it can be done without significant loss of functionality. If neither of the foregoing options are available to Company on commercially reasonable terms, Company may terminate Reseller's use of the affected products without further liability under this section, in which case Company will refund to Reseller the depreciated value of the affected Products. This Section constitutes Company's sole and exclusive liability and the sole and exclusive remedy with respect to third party infringement claims.

11.03 The right of either Party ("Indemnified Party") to indemnification and/or a defense (collectively, "Indemnity") hereunder by the other Party ("Indemnifying Party") shall be conditioned on the following:

- i. the Indemnified Party must give the Indemnifying Party prompt written notice of the Third-Party Claim for which it is seeking Indemnity, although the Indemnified Party's failure to provide such prompt notice will not relieve the Indemnifying Party of any obligation or liability under this Section except to the extent the Indemnifying Party has been materially prejudiced by such failure;
- ii. the Indemnifying Party shall have sole control of the defense and any settlement or other resolution of such Third-Party Claim with legal counsel of the Indemnifying Party's choice, so long as the representation is zealous, legal counsel is reputable, there is no conflict of interest in representing the Indemnified Party, and at Indemnified Party's option, the Indemnified Party is recognized as the client of legal counsel (provided that the Indemnified Party shall have the right to hire counsel of its own choosing at its cost and expense, in addition to the legal counsel of the Indemnifying Party that is controlling the defense of the Third-Party Claim);
- iii. the Indemnified Party shall at all times fully cooperate with, and at the Indemnifying Party's expense, provide such assistance as reasonably requested by the Indemnifying Party, in connection with any investigation or defense of such Third-Party Claim; and
- iv. the Indemnified Party shall not enter into any settlement, compromise or other resolution of such Third-Party Claim, without the Indemnifying Party's prior written consent, which shall not be unreasonably withheld or delayed.

11.04 Notwithstanding anything to the contrary herein, no compromise or settlement of any such Third-Party Claim may be committed to by the Indemnifying Party without the Indemnified Party's prior written consent, unless:

- i. it includes a full discharge and release of liability for the Indemnified Party; and
- ii. it involves no admission or commitment by or on behalf of the Indemnified Party other than the payment of money by the Indemnifying Party on behalf of the Indemnified Party, so as to allow the Indemnified Party to be fully indemnified hereunder by the Indemnifying Party.

11.05 As used herein, "affiliate" means any and all parties, who directly, or indirectly through one (1) or more intermediaries, control, are controlled by, or are in common control with, either Party hereto.

XII. OBLIGATIONS OF THE RESELLER

12.01 The Reseller shall at all times use its commercially reasonable efforts to sell, distribute, market and/or lease the Product to all potential customers.

12.02 The Reseller hereby agrees to provide to the Company its estimated sales projection for the current twelve (12) month period.

12.03 The Reseller hereby agrees to immediately notify the Company of any material change in the Reseller's sales projection.

12.04 The Reseller hereby agrees that it shall maintain a stock of inventory of promotional materials and shall use such promotional materials in an effective manner to promote the sale, distribution, marketing and/or leasing of the Product.

12.05 The Reseller hereby agrees that it shall at all times, carry on its business in a professional manner that will not be reflected negatively upon the Product and the Company. The Reseller will not make any false claims or false or misleading representations and warranties in respect of the Product or the Company.

12.06 The Reseller shall at its own expense, obtain all registrations, licenses and permits required of any applicable jurisdiction to exercise any of its rights or perform any of its obligations hereunder. The Reseller shall at all times comply with any and all applicable laws, rules or regulations. The Reseller agrees not to engage in any conduct, which would cause the Company to be in violation of any laws of any jurisdiction.

12.07 Any breach of this Section 12 by the Reseller shall be deemed to be a breach of this Agreement.

XIII. OBLIGATIONS OF THE COMPANY

13.01 The Company will provide to the Reseller and will cause its employees to attend any technical or sales and service training sessions with respect to the Product as may be reasonably required to allow the Reseller to effectively sell, distribute, market, and/or lease the Product.

13.02 The Company shall make available to the Reseller, at Company's sole discretion and then-current pricing, an extended warranty for the Product, which provides for factory repairing and service of the Product at the Company's facilities.

XIV. CONFIDENTIALITY

14.01 Each Party ("Receiving Party") hereby agrees to keep confidential all technical, product, business, financial and other valuable information regarding the other Party ("Disclosing Party") and the business of the Disclosing Party and its clients, including but limited to, all software programs, research, development, documentation, marketing strategies and business methods of the Disclosing Party and of the Disclosing Party's clients.

14.02 Except as may be necessary in the performance under this Agreement, the Receiving Party shall not at any time or in any manner make or cause to be made any copies, pictures, duplicates, facsimiles or other reproduction or recordings of any type, or any abstracts or summaries of any reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded material of the Disclosing Party, or which relate in any manner to the present or prospective business of the Disclosing Party. The Receiving Party shall have no interest in any of this material and agrees to surrender any of the material which may be in its possession to the Disclosing Party immediately upon the request of the Disclosing Party.

14.03 The Receiving Party shall not use at any time (whether during the continuance of this Agreement or after its termination) for its own benefit or purposes or for the benefit or purposes of any other person, firm, corporation, association or other business entity, any trade secrets, business development programs, or plans belonging to or relating to the affairs of the Disclosing Party, including knowledge relating to customers, clients, or employees of the Disclosing Party.

14.04 The Receiving Party shall at all times protect and safeguard the confidential information and trade secrets of the Disclosing Party and its clients and agrees not to disclose, give or transmit any confidential information or trade secrets to any third parties.

14.05 The Reseller shall ensure that the obligations in this Section 14 shall apply to its customers and their respective end users. The provisions of this Section shall survive the termination of this Agreement.

XV. TERM AND TERMINATION

15.01 The Company and the Reseller hereby agree that this Agreement shall continue to be in full force and effect until such time as it is terminated as set forth below.

15.02 This Agreement may be terminated by either Party at any time, by written notice being provided by the Party wishing to terminate this Agreement to the other Party, as follows:

(i) by either Party in the event that the other Party is in material breach of this Agreement and has failed within fifteen (15) days after receipt of such written notice thereof from the non-breaching Party to cure such breach or to pursue any and all corrective action with respect to any material breach that cannot be reasonably corrected within such fifteen (15) day period;

(ii) if either Party becomes the subject of any voluntary or involuntary bankruptcy, receivership or any other insolvency proceedings or makes an assignment or other arrangement for the benefit of its creditors;

(iii) if the Reseller should sell or assign any of its rights and obligations under this Agreement without the prior written consent of the Company or if there should be a material change in the control of the Reseller;

(iv) by either Party sending the other Party a written notice of termination of this Agreement. The Agreement shall terminate after thirty (30) days of receipt of such written notice by the non-terminating Party.

15.03 Upon termination of this Agreement, the Company hereby agrees that it will deliver all orders for the Product placed by the Reseller pursuant to any PO received and accepted by the Company prior to the written notice of the termination of this Agreement.

15.04 The Reseller hereby agrees that upon written notice of termination of this Agreement, the Reseller will cease all sales, marketing, distribution, and/or leasing of the Product, except for orders for the Product placed by the Reseller pursuant to any PO received and accepted by the Company prior to the written notice of the termination of this Agreement.

15.05 The Reseller hereby agrees to remit to the Company all amounts due and payable without any further notice or demand by the Company upon written notice of termination of this Agreement, and the Reseller further agrees to reimburse the Company for any reasonable attorneys' fees or legal expenses incurred for the collection of any such amounts due and payable to the Company.

15.06 The Reseller hereby agrees upon written notice of termination of this Agreement to cease use of any intellectual property of the Company, including but not limited to, any trademarks or designs.

15.07 The Company and the Reseller hereby agree that under no circumstances whatsoever shall either Party hereto be liable to the other by reason of termination or non-renewal of this Agreement.

XVI. GENERAL

16.01 Successors and Assigns. The Parties agree that this Agreement shall be binding upon each of its successors and assigns and that this Agreement may not be assigned by Reseller to any other third party, without the written consent of Company, which shall not be unreasonably withheld.

16.02 Amendments. No modification, supplement, termination, extension, or amendment to this Agreement (or any attachments or exhibits) or any of its provisions shall be binding unless agreed to by the Parties in writing by duly authorized representatives of the Parties. There shall be no oral agreements.

16.03 Notices. Any notice required, permitted to be given, or otherwise given hereunder may be effectively given by letter delivered either by personal delivery, registered mail certified return receipt requested, postage prepaid, or delivered by overnight delivery service, or by other electronic means, so long as in each case the recipient has acknowledged receipt (for purposes of this Section an automatically generated receipt confirmation does not qualify as acknowledgement of receipt), addressed to the recipient at the address first set forth above.

16.04 Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Illinois as they apply to agreements entered into and to be performed by the Parties herein.

16.05 Venue. The Parties further agree that venue of any legal action or claim hereunder shall be exclusively in and with a court having jurisdiction over Cook County, Illinois. The Parties further agree and hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non-convenience with respect to, venue and jurisdiction in the State of Illinois and Cook County.

16.06 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both Parties.

16.07 Severability. Each of the provisions of this Agreement (and each part of each such provision) is severable from every other provision hereof (and every other part thereof). In the event that any provision (or part thereof) contained in this Agreement or the application thereof to any circumstance shall be invalid, illegal or unenforceable, in whole or in part, then: (i) the validity, legality or enforceability of such provision (or such part thereof) in any other jurisdiction and of the remaining provisions contained in this Agreement (or the remaining parts of such provision, as the case may be) shall not in any way be affected or impaired thereby; (ii) the application of such provision (or such part thereof) to circumstances other than those as to which it is held invalid, illegal or unenforceable shall not in any way be affected or impaired thereby; (iii) if possible, such provision (or such part thereof) shall be construed or rewritten as closely as possible to conform to the intent of the Parties, in which instance parole or extrinsic evidence may be considered to do so; (iv) if not susceptible to such construction referenced in subclause (iii) above, such provision (or such part thereof) shall be severed from this Agreement and ineffective to the extent of such invalidity, illegality or unenforceability in such jurisdiction and in such circumstances; and (v) the remaining provisions of this Agreement (or the remaining parts of such provision, as the case may be) shall nevertheless remain in full force and effect.

16.08 Waiver. A waiver by either Party of any provision of this Agreement in any instance shall not be deemed to waive it for the future. A Party's failure to insist on strict compliance with any of the terms of this Agreement on one or more occasions is not a waiver of any rights or obligations under this Agreement.

16.09 Survival. Sections IV, VII, XI, and XIV, XVI and those Sections of this Agreement that should logically survive termination or expiration of this Agreement, shall survive termination or expiration of this Agreement.

16.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement, including the judicial proof of any of the terms hereof. A photocopy or electronic image copy which depicts the inclusion of one or more signatures shall be deemed an original.

16.11 Attorneys' Fees. In the event of litigation relating to the subject matter of this Agreement, the prevailing Party shall have the right to collect from the other Party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

16.12 Authority. Each Party represents and warrants that the person signing below has full authority to enter into this Agreement on behalf of such Party.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, as of the day and year first written above.

SmartWitness Holdings, Inc.

Reseller

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE A WARRANTY & RETURN MATERIAL AUTHORIZATIONS

I. Limited Warranty:

Manufacture's Limited Two Year Warranty:

SmartWitness (The "Company") warrants to the original customer of record / purchaser of the device, that should the product or any part thereof, during normal consumer usage conditions, be defective in material or workmanship that result in product failure within the first twenty-four (24) month period from the date of purchase, such defects will be repaired or replaced, with a refurbished or new product at the Company's discretion, without charge for parts and labor directly related to the defect(s). This warranty extends to consumers who purchase the product in the United States, Canada and Mexico and it is not transferable or assignable. This warranty does not apply to:

- a) Products / devices subject to abnormal use or condition, accident, misleading, neglect, unauthorized alterations, misuse, improper installation or repair or improper storage;
- b) Products whose mechanical serial number or electronics serial number have been removed, altered, or defaced;
- c) Damage from exposure to moisture, humidity, excessive temperature or extreme environmental conditions;
- d) Damage resulting from connection to, or use of any accessory or other product not approved or authorized by the Company;
- e) Defects in appearance, cosmetic, decorative or structural items such as framing and non-operative parts;
- f) Damage from external causes such as fire, flooding, dirt, sand, weather conditions, battery leakage, a blown fuse, theft or improper usage of any electrical source.

The Company disclaims liability; (i) for removal and/or reinstallation of the product / devices, (ii) for geographic coverage, (iii) for inadequate signal reception by the antenna or for communications range or operation of the cellular system as a whole.

SmartWitness is not responsible for and does not guarantee restoration of any third-party software, personal information or memory data contained in, stored on, or integrated with any wireless device, whether under warranty or not, returned to an authorized service center for repair or service. To obtain repairs or replacement within the terms of this warranty, please follow the **Return Material Authorization (RMA) Process** specified below in this document., or please contact SmartWitness Customer Support Service at 312-981-8774 or visit at <http://support.smartwitness.com>.

The extent of the Company's liability under this warranty is limited to the repair or replacement provided above and, in no event, shall the Company's liability exceed the purchase price paid by purchaser for the product.

Any implied warranties, including any implied warranty of merchant ability or fitness for a particular purpose, are disclaimed. In no case, shall the Company be liable for any special consequential or incidental damages for breach of this or any other warranty, expressed or implied, whatsoever. The Company shall not be liable for the delay in service under this warranty or loss of use during the time the product is being repaired or replaced.

No person or representative is authorized to assume for the Company any liability other than expressed herein in connection with the sale, repair or replacement of this product.

II. Return Material Authorization (RMA) Process

In order for the Company to process an RMA (Return Material Authorization) in an accurate and efficient manner, the following criteria must be met for all items returned for repair / replacement or credit.

1. The reseller or distributor must register on the Company support website: <http://support.smartwitness.com>.
2. The reseller or distributor must login and submit a ticket at <http://support.smartwitness.com> , describing the particular problem and the serial number(s) of the Product(s) within.
3. The Company confirms the issue cannot be resolved remotely and responds to the ticket by providing a RMA number and return address.
4. The Product(s) is/are shipped to the Company's facility in Schaumburg, IL with the RMA number clearly visible on the shipping label.

The Product is fixed or replaced and is then shipped back to the reseller or distributor. Company then updates the RMA ticket with the resolution details and tracking number. NOTE: Reseller or distributor is automatically notified via email when a ticket is updated and/or resolved.

Company must receive returned parts within 14 days of the date the RMA was issued.

- RMA must be shipped in its entirety, as specified in the RMA ticket.
- Products must be carefully packaged so as to avoid any damage during transit. The Company disclaims any liability for damages during transit.
- The shipping carton must be labeled with the RMA # provided by Company.
- The fixed/replaced products will ship to the return address on the label, unless otherwise specified by the reseller or distributor in the RMA ticket.

If RMA material is not shipped in accordance with the above criteria, then the shipment will not be accepted and the material may be returned to reseller or distributor at reseller's or distributor's expense.

Repairs/Replacements are contingent upon inspection of item(s) once received by Company.

Reseller or distributor is responsible for all shipping costs unless item is DOA or defective upon receipt. All items must be shipped back to Company's location:

SmartWitness Holdings, Inc.
ATTN: (Insert RMA # here)
1016 Lunt Avenue
Schaumburg, IL 60193

Equipment returned without a valid RMA number will be rejected by Company's receiving department.

Telephone: 312-981-8774
Facsimile: 847-884-8182

End-of-life Support

Reseller or distributor will be notified when Company announces end-of-life on a product. At that time, the reseller or distributor will be authorized to procure the Company's product for a last-buy to satisfy the requirements of their End-Users.

The Company will support a particular end-of-life product for a period of at least 6 months after announced end-of-life. The support will only include critical bug fixes as well as hardware warranty. If an end-of-life particular product is defective under the warranty and not repairable it will be replaced with functionally equivalent hardware during this time period.

End of Page