Overwatch.ID, Inc.

RESELLER AGREEMENT

This **Reseller Agreement** (this **“*Agreement*”**) is made and entered into as of [date], 201[] (**“*Effective Date*”**), by and between Overwatch.ID Inc., a Delaware corporation with its principal place of business at 2000 S. Colorado Blvd, Annex Building, Suite 310, Denver, CO 80222 (**“*Company*”**), and [\_\_\_\_\_\_\_\_\_], a [\_\_\_\_\_\_\_\_\_\_] corporation with its principal place of business at [\_\_\_\_\_\_\_\_] (**“*Reseller*”**). Each of Company and Reseller may be referred to as a **“*Party***,**”** and together, as the **“*Parties***.**”**

2. **Definitions.** The following capitalized terms shall have the meanings ascribed to them below.
   1. **“*Affiliate*”** means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where “control” means the ownership of more than fifty percent (50%) of the outstanding shares or securities representing the right to vote of the election of directors of other managing authority of such entity.
   2. **“*Authorized User*”** means each end user of End Customer that has authorized access to the Company Services or Company Software as part of End Customer’s purchase of a Subscription.
   3. **“*Company Marks*”** means Company’s proprietary trademarks, service marks, and logos provided by Company to Reseller (Company Marks).
   4. **“*Company Services*”** means the Company proprietary services described in Exhibit A (Services).
   5. **“*Company Software*”** means the executable, object code version of the Company’s proprietary application software that is installed and operated on an End Customer’s computer systems and other devices as further described in EXHIBIT A.
   6. **“*Documentation*”** means all specifications, user manuals, and help files relating to the use or operation of the Company Services or Company Software and identified in Exhibit A.
   7. **“*End Customer*”** means any customer of Reseller that elects to purchase a Subscription for its own business purposes and not for further resale.
   8. **“*End Customer Subscription Agreement*”** means Company’s then-current standard service agreement for a Subscription, as may be amended from time to time.
   9. **“*Intellectual Property Rights*”** means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.
   10. **“*Subscription*”** means a limited-duration subscription to the Company Services and/or license to the Company Software, as detailed in an applicable Order**.**
   11. **“*Territory*”** means the United States.
3. **Company Services And Software**
   1. **Appointment.** Subject to the terms and conditions of this Agreement, Company hereby appoints Reseller as a limited, nonexclusive reseller of Subscriptions in the Territory. During the term of this Agreement, Reseller will use reasonable commercial efforts to market, promote, and resell Subscriptions.
   2. **Order Process.** From time to time during the term of this Agreement, Reseller may submit order forms or statements of work to Company for a Subscription to be resold to an End Customer (an **“*Order*”**). Each Order shall identify (a) the term of the Subscription; (b) the applicable Company Services or Company Software covered by the Subscription; (c) the End Customer; (d) the number of target systems, number of end users or tokens to be granted; and (e) information regarding the End Customer’s business (including number of employees, contractors, and any other potential users under the Subscription). Company shall have ten (10) days to accept or reject each Order in its sole discretion. The Parties agree that this Agreement shall exclusively control the resale of Subscriptions, and that any contradictory, additional, or inconsistent terms and conditions printed or referenced on the Order (other than the additional terms described in this Section) shall be of no effect and are hereby rejected by Company, unless such terms and conditions expressly reference this Section and the parties intent to override this provision. Reseller will not sell, license, offer to sell, or offer to license any Company Services, Company Software, or Subscription to anyone other than an End Customer and pursuant to an Order.
   3. **Fulfillment of Subscriptions.** For each accepted Order, subject to Company’s receipt of the applicable prior monthly fees for each Subscription, Company shall provide the applicable End Customer with access to the applicable Company Services or Company Software during the term of each such Subscription, in accordance with **Section 2.4 (Subscription Terms)** below.
   4. **Subscription Terms.** Company’s obligation to provide the Company Services or Company Software to an End Customer or end user is subject to and conditioned upon the End Customer agreeing to end-user terms at least as protective as the Company’s standard End Customer Subscription Agreement. Reseller will enforce such terms with at least the same degree of diligence that Reseller uses to enforce similar terms for its own products or other software products that it distributes, but in no event less than reasonable efforts. Reseller will immediately notify Company if Reseller becomes aware of any material breach by an End Customer of any terms of the End Customer Subscription Agreement, and Company shall have the right to terminate access to the Company Service for any End Customer that does not promptly cure such breach.
4. **Support**. Company shall provide standard customer service and technical support for Company Services and Company Software (in accordance with the OverWatchID Customer Support document attached as Exhibit B) unless otherwise expressly set forth in an Order.
5. **Marketing Cooperation**
   1. **Marketing Commitments.** Reseller will use commercially reasonable efforts to market and promote the Company Services and Company Software.
   2. **Trademark License.** Subject to the terms of this Agreement, Company hereby grants to Reseller a non-exclusive, nontransferable (except to the extent expressly permitted by **Section 11.3 (Assignment)**), royalty-free and fully-paid license to use the Company Marks solely in connection with promoting and advertising the Company Services and Company Software in accordance with this Agreement. Reseller will use the Company Marks in the form provided and in conformance with any branding guidelines and trademark usage policies provided, from time to time, by Company to Reseller. Reseller acknowledges Company’s exclusive ownership of the Company Marks, and Reseller agrees not to take any action inconsistent with such ownership and will cooperate, at Company’s request and expense, in any action (including the conduct of legal proceedings) which Company deems necessary or desirable to establish or preserve Company’s exclusive rights in and to the Company Marks. Reseller will promptly inform Company of any known or reasonably suspected infringement or misappropriation of Company’s trademarks or copyrights. Reseller will not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the Company Marks or use the Company Marks in such a way as to create combination marks with the Company Marks. Company may terminate this trademark license if, in Company’s reasonable discretion, Reseller’s use of the Company Marks tarnishes, blurs or dilutes the quality associated with the Company Marks or the associated goodwill and such unauthorized use is not cured within five (5) days of notice of breach. Reseller will provide Company with a sample of each proposed use of Company Marks and will obtain Company’s approval of such sample prior to its use. At Company's request, Reseller shall furnish to Company samples of any products upon or in relation to which the Company Marks is used for the purpose of confirming that the quality of such products is at least as high as that generally associated with the Company Marks. At Company's request, Reseller will modify or discontinue any use of the Company Marks if Company determines that such use does not comply with Company's then-current trademark usage policies and guidelines.
   3. **Press Release.** The parties may issue a joint press release announcing the relationship contemplated by this Agreement, the content of which shall be mutually agreed upon by the parties.
6. **Fees and Payments**
   1. **Subscription Fees.** For each Subscription that is the subject of an accepted Order, Reseller agrees to pay certain fees (the **“*Subscription Fees*”**) to Company. Fees for Subscriptions shall be based on Company’s standard pricing model (which includes factors such as number of installations, users, and/or tokens), unless pricing is outlined in an accepted Order. Company may revise pricing for future Orders with reasonable notice to Reseller. Company will invoice Reseller for the Subscription Fees on a monthly basis and all amounts due by Reseller shall be paid within thirty (30) days of the invoice date. Reseller may not offset any amounts due to Company hereunder against amounts due to Reseller. Subscription Fees not paid on or before the applicable due date will accrue a late fee at a rate of 1.5% per month (or the maximum rate permitted by law).
   2. **End Customer Pricing.** Reseller shall be entitled to determine the pricing offered to End Customers for Subscriptions in its sole discretion, without consultation with Company.
   3. **Taxes**. Each party shall bear any and all taxes it incurs as a direct or indirect result of entering into this Agreement. If either party is required to pay any withholding taxes based on the payments made pursuant to the Agreement, such party shall withhold such amounts as required and pay the net to the other party, unless the other party provides such party with a certificate of exemption.
7. **Term and Termination**
   1. **Term**. This Agreement shall commence on the Effective Date and, unless earlier terminated as provided in this Agreement, shall remain in effect for twelve (12) months from the Effective Date and shall thereafter automatically renew for an additional twelve-month period unless either party notifies the other party (in the case of notice by Reseller, at least 30 days prior to the end of the then-current term, of its intent to not renew the term (the period during which this Agreement remains in effect, the **“*Term*”**).
   2. **Termination By Either Party**. Either party may terminate this Agreement upon written notice (a) if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof; or (b) immediately if the other party terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceeding under federal or state or similar statute that is not dismissed within sixty (60) days, or becomes insolvent or subject to direct control by a trustee, receiver, or similar authority.
   3. **Effect of Termination.** Upon termination or expiration of this Agreement, all of Reseller's rights and licenses granted under this Agreement shall terminate. Company shall have the right to continue to provide the Company Services and Company Software to End Customers that have an unexpired Subscription at the time of termination or expiration, for the remaining duration of such Subscriptions. Upon the expiration of the last Subscription for the last such End Customer, the Subscriptions will be terminated and such End Customers will be given an option to migrate to similar Company Services or Company Software.
   4. **No Waiver of Rights**. Termination of this Agreement provided for hereunder shall be without prejudice to any other right or remedy available to the terminating party. Failure to notify the other party of an alleged breach of this Agreement shall not be considered a waiver of that breach.
   5. **Survival**. **Sections 1, 5, 6.5, 7.2, 9, 10, 11**, and any payment obligations incurred prior to expiration or termination of this Agreement shall survive such expiration or termination.
8. **Warranties**
   1. **Mutual Representations and Warranties**. Each party represents and warrants the following: (a) its execution, delivery and performance of this Agreement have been authorized by all necessary corporate action, does not violate the terms of any law, regulation, or court order to which such party is subject, does not violate the terms of any material agreement to which such party is a party, does not breach any contractual obligation to any third party, and are not subject to the consent or approval of any third party; (b) assuming due execution, delivery and performance by each other party hereto, this Agreement is the valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (c) such party is not, to its knowledge, subject to any pending or threatened litigation or governmental action which could interfere with its performance of its obligations hereunder.
   2. **DISCLAIMER OF WARRANTIES**. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE PARTIES MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THEIR RESPECTIVE SOFTWARE, WEBSITES, SERVICES OR OTHER MATERIALS, AND EACH PARTY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND SECURE, ERROR-FREE OR UNINTERRUPTED OPERATIONS.
9. **Indemnification**
   1. **Indemnification Obligations of Company**. Subject to **Section 8.4**, Company shall defend Reseller from and against any suit, claim or proceeding brought or threatened against Reseller by a third party alleging that the Company Services or Company Software as provided by Company and used in accordance with this Agreement infringes or misappropriates any patent issued as of the Effective Date in the United States, or any worldwide copyright, license, trade secret, or other proprietary right (a **“*Claim*”**). Company shall reimburse Reseller for all damages, costs and expenses (including reasonable attorney’s fees) finally awarded against Reseller in connection with such Claim. Should the Company Services or Company Software become (or if in Company’s opinion they are likely to become) the subject of any Claim, Company may, at its sole expense and discretion, either (i) procure for Reseller the right to continue the resale of the Subscriptions, as contemplated by this Agreement; or (ii) replace, or modify the applicable Company Services or Company Software with the same functionality so that it no longer infringes or misappropriates the proprietary rights of a third party; or (iii) terminate this Agreement (without limiting Company’s indemnification obligations hereunder with respect to Subscriptions sold prior to termination). Notwithstanding any other provision in this Agreement to the contrary, Company shall not be liable for: (a) any modification in the Company Services or Company Software made by Reseller or any third party for Reseller, if a claim would not have occurred but for such modification; or (b) Reseller’s use of the Company Services or Company Software in combination with any hardware, software or other materials not expressly authorized by Company. The foregoing indemnification obligation states Reseller’s sole and exclusive remedy, and Company’s entire liability, arising from or relating to any third-party infringement claim.
   2. **Indemnification Obligations of Reseller**. Subject to **Section 8.4**, Reseller shall defend and indemnify Company from and against any suit, claim or proceeding brought or threatened against Company by a third party arising from or relating to any representations or warranties made by Reseller regarding the Company Services or Company Software that exceed or are inconsistent with the representations set forth in the Documentation (a **“*Reseller Claim*”**). Reseller shall reimburse Company for all damages, costs and expenses (including reasonable attorney’s fees) finally awarded against Company in connection with such Reseller Claim.
   3. **Procedure**. Any party seeking indemnification under this **Section 8** (the **“*Indemnitee*”**) shall (a) promptly notify the indemnifying party (the **“*Indemnito*r”**) in writing of the claim, (b) provide the Indemnitor sole control over the defense and/or settlement of such claim, at Indemnitor's expense and with Indemnitor's choice of counsel, and (c) at the Indemnitor's request and expense, provide full information and reasonable assistance to Indemnitor with respect to such claim. Indemnitee may join in defense of a claim with counsel of its choice at its expense. Indemnitor shall not be responsible for payment of any damages, costs, expenses or compromises made without Indemnitor’s prior written consent.
10. **Limitation of Liability**

EXCEPT FOR BREACH OF CONFIDENTIALITY UNDER SECTION 10, INDEMNITY CLAIMS UNDER SECTION 8, OR INFRINGEMENT OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, FINES OR PENALTIES, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, SOFTWARE OR TECHNOLOGY, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON THE BASIS OF WHICH ANY CLAIM FOR DAMAGES IS BROUGHT, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT OR STATUTE, EVEN IF THE PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR BREACH OF CONFIDENTIALITY UNDER SECTION 10, INDEMNITY CLAIMS UNDER SECTION 8, OR INFRINGEMENT OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES AND SOFTWARE proviDED HEREUNDER SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES AND PAYMENTS PAID TO COMPANY BY RESELLER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY under this Agreement.

1. **Confidentiality**
   1. **Confidential Information**. Each party (the **“*Receiving Party*”**) acknowledges that the Confidential Information (as hereinafter defined) of the other party (the **“*Disclosing Party*”**) may contain information valuable to the Disclosing Party, and each Receiving Party agrees that Confidential Information shall remain the property of the Disclosing Party. Receiving Party shall not make use of Disclosing Party’s Confidential Information, except as authorized by this Agreement and to the extent necessary for performance or enforcement of this Agreement; and Receiving Party shall keep Disclosing Party’s Confidential Information confidential and not disclose to any third party, except to such Receiving Party’s employees and contractors who need to know such information in order for such party to perform this Agreement and only to the extent they are bound by confidentiality and non-use obligations not less restrictive than this Agreement. If Reseller provides any feedback, comments, or ideas to Company regarding the Company Services or Company Software or improvements thereto, Reseller agrees that Company will be free to use, disclose, and exercise any rights in the same in connection with its products and services. “Confidential Information” means all information that is, or should be reasonably understood to be, confidential or proprietary information of the Disclosing Party (and its suppliers, contractors and customers), including without limitation information concerning its business, products, pricing, services, finances, employees, contractors, software, notes, documentation, tools, processes, protocols, product designs and plans, customer lists and other marketing and technical information; and the terms of this Agreement, whether disclosed orally or in writing by any other media. “Confidential Information” includes all software and related user documentation included in the Company Services or Company Software and excludes information that (a) is or becomes generally known to the public through no fault or breach of this Agreement by the Receiving Party; (b) is independently developed by a party without reference to the Confidential Information of the other party; (c) was in the Receiving Party’s possession free of any obligation of confidence at the time it was communicated to the Receiving Party; or (d) is rightfully obtained by a party from a third party without restriction on use or disclosure. Notwithstanding the foregoing, the Receiving Party shall not be in violation of this paragraph with regard to a disclosure of Confidential Information that was in response to an order or subpoena of a court, agency or tribunal of competent jurisdiction, or pursuant to any applicable law or regulation, provided that the Receiving Party provides the Disclosing Party with prior written notice of such disclosure to the extent reasonably practicable and legally permissible in order to permit the Disclosing Party to seek confidential treatment of such information. Notwithstanding the forgoing, any source code included in Company Services and Company Software shall be treated as Confidential Information.
   2. **Exceptions**. Each party agrees that the terms and conditions, but not the existence, of this Agreement shall be treated as the other's Confidential Information; provided, however, that each party may disclose the terms and conditions of this Agreement: (a) to legal counsel of the parties; (b) in connection with the requirements of an initial public offering or securities filing; (c) in confidence, to accountants, banks, and financing sources and their advisors; (d) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or (e) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.
   3. **Injunctive Relief**. Each party acknowledges that any breach of its obligations with respect to the Confidential Information of the other party or such may cause such other party irreparable injury for which there may be inadequate remedies at law, and such party will be entitled to seek equitable relief, in addition to all other remedies available to it.
2. **General**
   1. **Independent Contractors.** The Parties are and at all times will be and remain independent contractors as to each other, and at no time will either Party be deemed to be the agent or employee of the other. No joint venture, partnership, agency, or other relationship will be created or implied as a result of this Agreement. Except as expressly set forth in this Agreement, each Party will bear full and sole responsibility for its own expenses, liabilities, and costs of operation. Furthermore, neither Party will have the authority to, and will not purport to, enter into any contract on behalf of the other Party, or commit it to any obligation.
   2. **Governing Law.** This Agreement, and any and all actions arising from or in any manner affecting the interpretation of this Agreement, will be governed by, and construed solely in accordance with, the laws of the State of Colorado, without giving effect to any conflicts of laws principles that would require the application of the laws of a different state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement, and the parties hereby disclaim the application thereof.
   3. **Assignment.** Neither Party may assign this Agreement (whether expressly, by implication, or by operation of law, including in connection with any merger or sale of assets or business), or delegate its performance under this Agreement, to any third party without obtaining the other Party’s prior written consent; *provided, however*, that Company and Reseller will each have the right to assign this Agreement (and its rights hereunder) (a) to an Affiliate or (b) in connection with any reorganization, merger, acquisition, or sale of all or substantially all of its assets or business to which this Agreement relates, without the other party’s consent. Any purported transfer, assignment, or delegation without the appropriate prior written consent will be null and void when attempted and of no force or effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and permitted assigns of Company and Reseller.
   4. **Force Majeure.** Neither Party will be liable for any loss or damage as a result of any failure to perform or any delay due to any cause beyond such Party’s reasonable control, including acts of God, fire, theft, accident, earthquake, flood, war, sabotage, slowdown, strikes or other labor difficulties, riot, embargo, government act, regulation, rule, ordinance, or request, or inability to obtain necessary labor, materials, manufacturing facilities, or transportation (each, a **“*Force Majeure Event*”**); *provided that* the Party experiencing such Force Majeure Event promptly notifies the other Party, and uses commercially reasonable efforts to mitigate the impact thereof. If a Force Majeure Event persists for a continuous period of time in excess of one hundred twenty (120) days, each Party will have the right to terminate this Agreement upon written notice to the other.
   5. **Compliance with Laws.** Each Party will comply with all applicable U.S., state, and local laws, rules, and regulations in performance of its obligations hereunder. Without limiting the foregoing, each Party will comply with all applicable export control laws, rules, and regulations, including the Export Administration Regulations promulgated by the U.S. Department of Commerce. Reseller will indemnify, defend, and hold Company harmless from and against any claims, liabilities, damages, losses, costs or expenses, including attorneys’ fees, incurred by Company as a result of any failure to comply with all applicable laws (including export laws).
   6. **Notices.** All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, facsimile transmission, or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of email. Notices will be sent to the addresses set forth below. Either Party may amend its address upon written notice to the other.

If to Reseller:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to Company:

Overwatch.ID, Inc.

2000 S. Colorado Blvd

Annex Building, Suite 310

Denver, CO 80222

Attention: COO

* 1. **Waivers; Amendment.** No waiver of any terms or conditions of this Agreement will be valid or binding on a Party unless such Party makes the waiver in writing. The failure of one Party to enforce any of the provisions of this Agreement, or the failure to require at any time the performance of the other Party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a Party to enforce each and every provision thereafter. This Agreement may not be altered, amended, modified, or otherwise changed in any way except by a written instrument signed by the authorized representatives of each Party.
  2. **Severability.** If any provision of this Agreement is found or held to be invalid or unenforceable by any tribunal of competent jurisdiction, then the meaning of such provision will be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, which will remain in full force and effect.
  3. **Construction.** The headings of sections of this Agreement are included solely for convenience of reference and are not to be used to interpret, construe, define, or describe the scope of any aspect of this Agreement. As used in this Agreement, the word “including” means “including but not limited to.” Each Party represents that it has had the opportunity to participate in the preparation of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in connection with the construction or interpretation of this Agreement. Unless otherwise expressly stated to the contrary herein, all remedies are cumulative, and the exercise of any express remedy by either Party herein does not by itself waive such Party’s right to exercise its other rights and remedies available at law or in equity.
  4. **Entire Agreement.** This Agreement, including all of its attached exhibits, constitutes the entire agreement and final understanding of the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, and agreements between the Parties, whether written or oral, express or implied, relating in any way to the subject matter hereof. This Agreement is intended by the Parties to be a complete and wholly integrated expression of their understanding and agreement.
  5. **Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

**In Witness Whereof**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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| --- | --- |
| **“Company”**  **Overwatch.ID Inc.** | **“Reseller”**  **[\_\_\_\_\_\_\_\_\_\_]** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title |

Exhibit A

OFFERING Description

**A. Company Services**

[ ]

**B. Company Software**

1. **Description of Software**
   1. Privileged Access Management (PAM)
   2. Identity Access Management (IAM)
   3. Cloud Access Security Broker (CASB)
   4. Multi-Factor Authentication (MFA)

Exhibit B

Customer support description

1. Company will provide Company’s standard technical support as follows.
   1. **Phone and Email Support.**  Reseller can contact Company 24x7 for any support required at Company phone of +1 (833) 683-7928 or (833) OVERWATCH, or at support@overwatchid.com. Company will provide telephone, email or Web-based consultation on a 24x7 basis, from Company's service location to identify, verify and resolve Company Software or Company Serivce issues that cannot be resolved via the Support Portal.
   2. **Versions.**  Company will provide the support set forth in this Section, (a) for the then-current generally available release of the Company Software or the Company Serivce, and (b) for six (6) months after the introduction of a new generally available release (in Company’s discretion), for the previous generally available release of the Company Software or the Company Serivce.