

TERMS OF USE AGREEMENT

THESE ARE THE TERMS AND CONDITIONS GOVERNING YOUR USE OF THE WWW.SECURITYDATASUPPLY.COM® WEBSITE(S) AND OUR SERVICES.

WELCOME to the Security Data Supply, LLC. And SDS Franchising, LLC website(s) available at and under www.SecurityDataSupply.com® and/or under other uniform resource locator(s) and the related or linked portals, information management systems, intranets, password protected information systems, e-mail or wireless websites of our or our affiliates' or franchisee's businesses (collectively, "**SecurityDataSupply.com®**") – developed, hosted, maintained or operated by SDS Franchising, LLC ("**SDSF**," "**we**," "**us**," or "**our**") or our designees, for the benefit of our designees and franchisees.

This Terms of Use Agreement (this "**Agreement**") sets forth the terms and conditions governing your use of SecurityDataSupply.com® and your access to and use of our transaction facilitation services, our Intellectual Property Rights, and webpages, sub-pages, URLs, links, trademarks, trade names, trade dress, slogans, logos, copyrights, information, other content, wireless services, portals, e-mail functionalities, operating systems, and electronic communications or data management systems and services offered on or through SecurityDataSupply.com® (which, collectively with SecurityDataSupply.com®, constitute the "**Services**")."

We operate SecurityDataSupply.com® and provide the Services to provide (a) an online platform of our main websites; (b) for our independently owned and operated Security Data Supply® franchisees, or affiliated Security Data Supply® Businesses (each a "**Vendor**" or the "**Vendors**") to maintain webpages, affiliated websites or portals so that their customers of their Security Data Supply ® Businesses ("**Buyers**") may place orders; and (c) for the Vendors to place listings/advertisements (create a "**Listing**") for the sale of SDS Equipment and Services. SecurityDataSupply.com® also serves as a platform so that we, Vendors and Buyers may communicate regarding efforts to engage in the purchase and sale of security related products and services and ancillary products and services of the type displayed or listed on SecurityDataSupply.com® (collectively, the "**SDS Equipment and Services**"). As part of SecurityDataSupply.com® we host and maintain a webpage, subpage or affiliated website for each Vendor. However, even though we do so, the purchase and sale transaction always remains between the Buyer and Vendor. We are not the sellers of the SDS Equipment and Services.

"**You**" are the person and/or entity which is accessing this site and availing yourself/itself of the Services, or otherwise clicking on "I Accept" below. You are seeking to be a buyer ("**Buyer**") or seller ("**Vendor**") of SDS Equipment and Services via SecurityDataSupply.com® or are otherwise seeking to visit SecurityDataSupply.com® and/or use the Services. "**Buyer**," "**Vendor**," "**You**" or "**Your**" includes your employer or your business entity if you are an employee or business owner, or if your principal is you or an agent. To the extent you are otherwise a

Vendor but are purchasing your inventory from us to sell to a Buyer, you will also be treated as and deemed a Buyer hereunder for such transaction, and we will be deemed the Vendor for such transaction.

By accessing or using or availing yourself of SecurityDataSupply.com® or any of the Services, you accept and agree to be legally bound by this Agreement, as it may be amended or supplemented from time to time by us, and agree to all of our operating rules and/or policies and the Services that may be approved by us and published by us on SecurityDataSupply.com®. All these rules and policies, such as the answers to our Frequently Asked questions (“**FAQs**”) and our purchase policies and rules in our price catalogue are incorporated into the rules and this Agreement by this reference. They, together with this Agreement and any rules we publish for the use of SecurityDataSupply.com® and the Services, constitute the “**Rules.**” You agree to be bound by all of the Rules as well.

IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO ACCESS SECURITY DATA SUPPLY.COM® OR THE SERVICES OR AVAIL YOURSELF OF OR USE SECURITY DATA SUPPLY.COM® OR THE SERVICES IN ANY MANNER.

1. Agreement and Service Modification and Termination Policy.

a. Agreement Modification Policy.

SDSF may and reserves the right, at any time and from time to time, to update, revise, supplement and to otherwise modify this Agreement and the Rules, and to impose new or additional rules, policies, terms or conditions on your use of SecurityDataSupply.com® and the Services. Such updates, revisions, supplements, modifications and additional rules, policies, terms and conditions are deemed part of the Rules and will be effective immediately and incorporated into this Agreement upon our publishing them on SecurityDataSupply.com®, which may be given by any means we designate, including by our posting to SecurityDataSupply.com®. Your continued use of or availing yourself of any of SecurityDataSupply.com® or the Services following such notice will be deemed to conclusively indicate your acceptance of any and all such existing or newly created Rules. All existing and future Rules are incorporated into this Agreement by this reference.

b. Service Modification Policy.

SDSF may and reserves the right, at any time and from time to time, to modify or discontinue, temporarily or permanently, SecurityDataSupply.com® or the Services, with or without notice to you. This includes the right to modify, discontinue or remove any content, postings, links, pages, services, or other materials at any time and for

any reason. You agree that we will not be liable to you for any modification, general suspension or discontinuance of SecurityDataSupply.com® or the Services. We may refuse or restrict anyone from access to any or all of SecurityDataSupply.com® or the Services at any time.

c. Termination Policy.

SDSF may terminate your Services and/or access to SecurityDataSupply.com® immediately if SDSF believes that your conduct fails to conform with this Agreement. Without limiting our rights and/or your limitations under this Agreement, if you use, or attempt to use our Intellectual Property Rights (including our Services or Marks or our copyrighted materials) after such termination and/or for any purposes other than its intended purposes (including without limitation by tampering, hacking, modifying or otherwise corrupting the security or functionality of the Services), you may also be subject to civil and criminal liability.

2. Buyer's Code of Conduct.

You agree to our Buyer's Code of Conduct: It governs your activities as an actual or potential Buyer. However, the Buyer's Code of Conduct does not limit in any way, nor is in lieu of any of the other Rules, representations, warranties or promises contained in this Agreement or any other Rules. The Buyer's Code of Conduct is in addition to any other terms of this Agreement and the Rules and may be modified by changes to the Rules. Under our Buyer's Code of Conduct, you agree that:

- a. Buyer has and will provide complete, truthful and non-misleading information to us during our "**Registration**" and/or our "**Ad To Cart**" and/or "**Checkout**" process.
- b. By clicking on the purchase feature of SecurityDataSupply.com® (by clicking on "**Agree**" under the "**Add to Cart**"), Buyer indicates that Buyer agrees to purchase the SDS Equipment and Services from the Vendor so indicated at the purchase price listed on SecurityDataSupply.com® ("**Order Price**"). This Order price will either be indicated in the Order Confirmation or other communication we or the Vendor sends to you during the "**Checkout**" process, or via separate invoice from the Vendor as a result of communications directly with the Vendor;
- c. Buyer must also pay, and agrees to pay the Vendor all insurance taxes, shipping, insurance, duty and freight handling and administrative charges which may not be included in the Final Purchase Price ("**Additional Charges**"). Also, as part of the Additional Charges, Buyer will pay all applicable sales and excise taxes related to the purchase of the SDS Equipment and Services, and such taxes, if any, will be listed on the Buyer's purchase information. And, in all cases, Buyer must pay insurance on all shipments and by this agreement indemnifies and hold us harmless from any and all responsibility in connection with the shipment and handling of any items purchased by the Buyer. We are not responsible for the sale transaction between Buyer and Vendor or the shipping or handling of any SDS

Equipment and Services. Additional Charges for taxes need not be separately identified on any Purchase Order or Checkout process; they may, at our option, be listed as Administrative charges or the like;

d. If Additional Charges apply to the purchase of the SDS Equipment and Services after Buyer places an order for SDS Equipment and Services (Adds to the Cart), Buyer will be notified within 5 days of the Additional Charges and will be required to confirm its acceptance of the same within 5 days of our notice to Buyer. If Buyer does not confirm agreement to those Additional Charges, if any, within the time period indicated in our notification to you, we will cancel the order for that SDS Equipment and Services; e. Unless otherwise stated in SDSF's fee schedule, all fees payable to SDSF are payable in U.S. Dollars. Buyer's requirement to pay SDSF in U.S. Dollars applies notwithstanding the location

f. ALL SALES ARE PREPAID BY BUYER. Once Buyer confirms Buyer's agreement to the Order Price (plus any Additional Charges), unless an alternative arrangement is made with the Vendor and so indicated in writing, Buyer must PRE-PAY the Order Price plus all Additional Charges (the "**Total Due**") via a payment method approved on the Checkout Feature for such Vendor, or to such Vendor via written instructions from the Vendor, and in accordance with our then current Rules. By making such pre-payment, Buyer will be making timely pre-payment to the Vendor (by pre-payment through the Vendor) via the payment procedures posted in the "Checkout" portion of SecurityDataSupply.com®. (Vendor accept Buyer's pre-payment of the Total Due and then (once the order is Accepted) forward such pre-payment of the Total Due to the Vendor, less our fees, shipping fees, and taxes paid by Buyer);

g. Vendors on SecurityDataSupply.com® generally accept only Credit Card Payment for the Order Price and any Additional Charges. If Vendor approves and Buyer seeks to pay by another method, or SDSF agrees to allow acceptance via another method of payment, Buyer must contact Vendor to arrange for another pre-payment option. Buyer must contact Vendor for such pre-payment option at phone number indicated in the Vendor's contact information on SecurityDataSupply.com®;

h. In the event that SDSF and/or the Vendor approves utilization of PayPal or similar services, SDSF and/or the Vendor may deduct any amounts due SDSF or the Vendor (e.g., the Total Due or any portion thereof) from the PayPal or similar service balance maintained by Buyer. SDSF has the right to deduct from amounts otherwise due from Buyer to Vendor for amounts the Vendor owns to SDSF;

i. In addition, in the event SDSF or Vendor designates a payment method such as electronic funds transfer, or credit card payment, Buyer agrees to maintain such payment system in good standing throughout the term of this

Agreement. If Buyer ceases or cancels such bank account or credit card or we decide not to accept that credit card or payment type for any reason, Buyer will provide an alternative acceptable payment method to SDSF and Vendor within the time period specified in such notice to Buyer. In the event Buyer fails to timely pay SDSF and or Vendor any monies due, SDSF and/or Vendor may collect such fees or other amounts due via other collection mechanisms, including, without limitation, charging such payments to any other payment mechanism on file or previously on file with SDSF and/or Vendor, and retaining collection agencies and legal counsel for accounts over 90 days past due;

j. Buyer understands that, despite PRE-PAYMENT by Buyer, no purchase and sale of SDS Equipment and Services is final until the purchase and sale is "Accepted" by both Buyer and Vendor and the SDS Equipment and Services is delivered to Buyer. If, according to the Rules, any piece of SDS Equipment and Services is not accepted by Buyer, then Buyer will have the right to receive a full refund, less shipping costs, and restocking fee of 20% of the purchase price, provided Buyer complies with the Rules and returns the item to Vendor, at Buyer's expense. SDSF may refund customer's payment should a vendor initially confirm they have the product, then after the customer has paid for the order and a PO is issued to the vendor, the vendor states they no longer have the product;

k. Buyer must comply with all of the Rules in connection with our "Return Policies" which shall also be the "Return Policies" for each Vendor and are hereby adopted as the Return Policy for each Vendor. The then current Return Policy, if different from the one described in this Buyer's Code of Conduct, will be published to you at the time of your acceptance of any purchase of any SDS Equipment and Services or otherwise will be posted on SecurityDataSupply.com® at the time of purchase. Unless otherwise modified at such time of your Acceptance of the purchase, the current Return Policy is as follows: Vendor allows any Buyer to, if such purchase of the SDS Equipment and Services and is according to the Rules, not Accepted by Buyer, return that SDS Equipment and Services for a full refund, less restocking fee of 20% and shipping and handling costs, within 2 business days of their receipt of that SDS Equipment and Services. The refund Policy requires Buyer to notify SDSF and the Vendor within 48 hours of Buyer's receipt of the SDS Equipment and Services that Buyer will return the SDS Equipment and Services. All returned SDS Equipment and Services must be repacked in their original shipping boxes or cases and returned at Buyer's expense to the location specified by us on the Purchase Order which will be included with the SDS Equipment and Services. All returned shipping costs are the responsibility of the Buyer. Further, any damage by Buyer or use of the item/SDS Equipment and Services purchased will result in the item or SDS Equipment and Services being unable to be returned. If a return is requested in accordance with the Return Policy, the Vendor will re-ship the SDS Equipment and Services back to the Buyer, and the Total Due, plus any additional return shipping charges and restocking fees, will be added to the Additional Charges and will become the responsibility of the Buyer. If a refund is authorized under the Rules, Buyer will receive the amount to be refunded within 30 days after Vendor's receipt of the

returned SDS Equipment and Services. The Refund Policy may be changed at any time via changes to the Rules.

SDSF reserves for SDSF the sole right to determine any dispute relating to whether any return of SDS Equipment and Services meets the Return Policies and if any refund is warranted;

l. Buyer may, pursuant to the Rules, refuse to consummate the transaction to purchase the Vendor's SDS Equipment and Services in the event that there is a mutual mistake between Buyer and Vendor, or that SDSF or Buyer are unable to verify that the Vendor is able to fulfill its obligations to Buyer under its agreement to purchase the SDS Equipment and Services;

m. In the case of any damage or loss during shipment, it is Buyer's sole responsibility to notify SDSF and the Vendor immediately upon delivery, in writing, and thereafter file a claim with the shipping company. Because insurance on all shipped SDS Equipment and Services is required to be purchased by Buyer, the Return Policy does not allow any return of goods/SDS Equipment and Services damaged during shipping, or any other goods/SDS Equipment and Services sold as-is. Buyer also agrees to indemnify and defend SDSF from and not hold SDSF responsible for any delay in shipping or availability of any SDS Equipment and Services purchased or sought to be purchased by Buyer;

n. As part of the Additional Charges, Buyer must pay Vendor a \$45 charge-back fee on all charge-backs, and an administrative service charge of \$25 on all orders under \$50;

o. In the event that any payment or check is returned for insufficient funds, Buyer must pay Vendor an Additional Charge/returned check charge in the amount of \$45 per returned check. Any checks or other payment returned for a "stop payment" are subject to an Additional Charge/administrative finance charge of \$45, plus a 20% service fee (based on the Order Price of the SDS Equipment and Services);

p. Buyer must follow through/consummate any purchases of SDS Equipment and Services that is Accepted by Buyer and any Vendor. Buyer agrees it is not entitled to, and will not attempt to, charge back or seek a refund for any monies paid by Buyer if the refund Policies are not met in full;

q. Buyer shall comply with any other and all of SDSF's dispute resolution policies and procedures posted to SecurityDataSupply.com® from time to time with respect to any Claims;

r. If Buyer has a dispute, claim, or controversy of any kind or nature with one or more other Buyers or Vendors utilizing SecurityDataSupply.com®, or any of their Buyers or Vendors, Buyer fully and unconditionally releases, indemnifies, will defend and hold harmless SDSF (and all of its agents, officers, directors, affiliates, subsidiaries, joint venturers and employees) from any and all claims, demands, causes of action, controversies, suits, damages (actual and consequential) of every kind and nature ("Claims"), known and unknown, arising out of or in any way connected

with such Claims. If Buyer is a California resident or corporation, or other entity, Buyer fully and unconditionally waives the California Civil Code § 1542, which says: "a general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of creditor's executing the release, which if known by him must have materially affected his settlement with the debtor";

s. Without limiting the foregoing, unless a different "Dispute Resolution Policy" is posted to SecurityDataSupply.com®, the dispute/charge-back policies in this Agreement shall apply. In the event Buyer has a dispute/Claim with Vendor, Buyer must, in good faith, seek to resolve that dispute/Claim with the Vendor and/or indemnify, defend and hold SDSF harmless in connection with any and all such disputes. Buyer must engage in good faith dispute resolution procedures in accordance with the Rules, if any, prior to seeking any charge back or litigation relating to such Claim. In the event any Claim is not resolved with good faith efforts of Buyer and Vendor, Buyer will notify SDSF in writing of the nature and subject of any such Claims at least 10 business days before Buyer files any lawsuit, arbitration or demands mediation of any kind or nature in connection with any such Claim. While SDSF's customer service department may provide information to or facilitate information among Buyer and/or other buyers or Vendors in connection with such Claim, SDSF is not responsible for, and not liable to Buyer for, the outcome of any such Claim. SDSF's dispute resolution procedures may, from time to time, require that all Claims of the nature identified in such dispute resolution procedures by SDSF be resolved by a decision rendered by SDSF's customer service department;

t. Buyer will also not seek to obtain a charge-back, stop payment on any check or the like from any credit card, electronic funds processor or banking institution without first exhausting good faith dispute resolution efforts with Vendor, submitting its Claim in connection with such charge-back to SDSF's and Vendor's customer service department, providing SDSF's and Vendor's customer service department written notice of the reasons for such desired charge-back or refund, and providing SDSF and Vendor time to resolve such dispute, pursuant to the time period specified in SDSF's and Vendor's customer service policies and procedures. Further, prior to initiating a charge-back with your credit card company, you must:

i. call our customer service department at 1-985-327-7980 and/or e-mail our customer service department at sales@securitydatasupply.com and obtain a charge-back/returned item authorization number ("RMA");

ii. provide a written reason for returning your product, the RMA number and a copy of the sales receipt you received with your order to our customer service department; and iii. return the SDS Equipment and Services in accordance with our and the Vendor's return policies, including a copy of your sales receipt and RMA number in the return

package. Please note that any RMA numbers not received by our customer service department within 10 days of their issuance are deemed void and no charge-back will be authorized.

u. If, for any reason, Buyer seeks to obtain a charge-back from its credit card company or other electronic funds payment provider and such charge-back is not issued, Buyer will pay to us/or Vendor (as we may direct) an Additional Fee/fraudulent charge-back fee in the amount of \$75 to compensate SDSF or the Vendor for our or the Vendor's research and effort incurred in investigating the charge-back and responding to Buyer's credit card company or other electronic funds authorization provider. Buyer is also responsible to SDSF and to Vendor for any damages to Vendor caused by such fraudulent or unwarranted charge-back. Buyer agrees that it will not seek to obtain a charge-back from its credit card company or other electronic funds payment provider if Buyer has used the item or has failed to comply with our Return Policies;

v. Buyer agrees that SecurityDataSupply.com® and/or any Vendor may list prices for SDS Equipment and Services at the Vendor's cash discount price, which may be up to 20% less than the price the Vendor charges for the purchase of SDS Equipment and Services when credit card payment is utilized. If a cash discount price is applicable, it will be noted on the "Listing," at "Checkout" or on the "Purchase Order" for the SDS Equipment and Services. However, we reserve the right not to allow cash payment;

w. Buyer will not take any action to manipulate the price of any items or interfere with any other Buyer or Vendor's efforts to purchase or sell any SDS Equipment and Services other than to, in bona fide good faith, seek to purchase an item listed on SecurityDataSupply.com® or via the Services;

x. Buyer will not post any inappropriate content on SecurityDataSupply.com® or use or seek to use any of the Services or SecurityDataSupply.com® for any unlawful purpose;

y. Buyer will not violate any laws, third party rights or the Rules, or seek to assist others in doing so;

z. Buyer will not use SecurityDataSupply.com® or the Services if Buyer is not able to form legally binding contracts, or you are under the age of 18 (or in any jurisdiction under the age of legal consent), or are temporarily or indefinitely suspended, prohibited or barred from using SecurityDataSupply.com® or any of the Services; and

aa. Buyer will not make any misrepresentation to any Vendor of the amount Buyer can or has agreed to pay, or otherwise engaging in any effort to defraud any Vendor.

3. Vendor's Code of Conduct.

If you are a Vendor of any item or SDS Equipment and Services or otherwise seek to be a Vendor, you specifically agree to our Vendor's Code of Conduct contained in this section: It governs your activities as an actual or potential Vendor. However, our Vendor's Code of Conduct does not limit in any way, nor is in lieu of any of the other Rules, representations, warranties or promises contained in this Agreement or any other Rules. Our Vendor's Code of Conduct is in addition to any other terms of this Agreement and the Rules and may be modified by changes to the Rules. Under our Vendor's Code of Conduct, Vendor agrees that:

- a. Vendor has and will provide complete, truthful and non-misleading information to us during our "Registration" and/or our "Listing" process;
- b. Vendor will comply with all of the answers to our FAQs at www.SecurityDataSupply.com;
- c. Vendor will comply with all of our listing policies and procedures we designate in the Rules from time to time;
- d. Vendor covenants that it is the lawful owner of all SDS Equipment and Services listed by SDSF on SecurityDataSupply.com®; that the SDS Equipment and Services is free from all encumbrances; that Vendor has good right to sell the same and shall defend against the lawful claims and demands of persons whomsoever;
- e. Vendor will not engage in the offer or sale of any illegal, counterfeit, stolen or the like SDS Equipment and Services through SecurityDataSupply.com® and/or the Services;
- f. By clicking on the Listing feature of SecurityDataSupply.com® (and clicking on "Agree" under the "Listing" feature), Vendor indicates that Vendor agrees to the terms and conditions we impose for Listing of the SDS Equipment and Services for the offer or purchase of the SDS Equipment and Services, as well as the indicated Advertised Sales Price listed on SecurityDataSupply.com®;
- g. Vendor agrees to pay SDSF the then current fees designated on SDSF's Vendor fee payment schedule as compensation for SDSF preparing, hosting and facilitating the listing SDS Equipment and Services via SecurityDataSupply.com® and otherwise providing Services to Vendor. Vendor is also responsible for paying any and all applicable governmental surcharges, taxes and the like associated with the purchase and sale of the SDS Equipment and Services (like state sales tax). Vendor agrees to timely pay fees pursuant to the fee schedule via a valid payment method which may be designed by SDSF from time to time. SDSF may deduct all such fees from any pre-payment made by Buyer;

- h. Unless otherwise stated in SDSF's fee schedule, all fees payable to SDSF are payable in U.S. Dollars. Vendor's requirement to pay SDSF in U.S. Dollars applies, notwithstanding the location of any Vendor or Buyer for the SDS Equipment and Services, or the location of the SDS Equipment and Services;
- i. Vendor will indemnify, defend and hold harmless SDSF, Inc. from any and all sales and use taxes or excise taxes of any kind or nature associated with the sale of the SDS Equipment and Services to Buyer;
- j. Each time Vendor lists an item via SecurityDataSupply.com®, Vendor will have an opportunity to review and accept, via the Listing confirmation, the fee schedule charged to Vendor, which may change from time to time. Changes to the fee schedule are effective upon SDSF providing Vendor at least 48 hours notice, or by SDSF or Vendor otherwise posting such changes to SecurityDataSupply.com®. SDSF may choose, in its sole discretion, to increase or decrease fees from time to time, provided SDSF provides the requisite notice to Vendor. In the event SDSF provides Vendor access to vendor's webpage/listing page to make such changes, Vendor shall safeguard such password;
- k. Vendor further agrees not to list, advertise or make available any SDS Equipment and Services for offer or sale with any other agent, re-seller service, online vendor service, online marketplace or broker or the like while the item is advertised on a Listing on SecurityDataSupply.com®;
- l. The Advertised Sales Price ("Advertised Sales Price") that SDSF / the Vendor will list the SDS Equipment and Services for via any Listing shall be based upon SDSF's discretion. SDSF may set maximum and minimum advertised pricing. The Advertised Sales Price will be either the "Listing Price" or "Dealer Price" based on our then current criteria for obtaining a Listing at a Dealer Price or a Listing Price. However, the Advertised Sales Price will not be less than the amount approved by SDSF and designated by Vendor in the "Listing Confirmation" as the minimum listing Advertised Sale Price ("MLP"). If no such MLP is listed in the Listing Confirmation, SDSF may list the SDS Equipment and Services at whatever price it chooses;
- m. Vendor agrees that SecurityDataSupply.com® and/or any Vendor may list Advertised Sales Prices for SDS Equipment and Services at our or the Vendor's cash discount price, which may be up to ___% less than the price charged for the purchase of SDS Equipment and Services when credit card payment is utilized. If a cash discount price is applicable, it will be noted on the "Listing" at "Checkout" or on the "Purchase Order" for the SDS Equipment and Services. Otherwise, the non-cash discount price will be indicated on the Purchase Order and will apply. Each Vendor also reserves the right not to allow cash payment;

n. Vendor agrees not to offer for sale or sell any piece of SDS Equipment and Services to any person, partnership, agent, independent contractor, production company or any other company or person or entity which/who is directly or indirectly, itself or through any agent, in the business of reselling any SDS Equipment and Services at a price below the Advertised Sales Price;

o. Vendor will complete and acknowledge the Listing Confirmation for each item/SDS Equipment and Services listed and in doing so reaffirms its agreement to the Rules as well as the Advertised Sales Price and any MLP;

p. At times, SDSF will advise Vendor, based upon SDSF's judgment and experience that the Advertised Sales Price has been set will be too low or high. In these circumstances, SDSF will notify Vendor of its recommendation to modify the Advertised Sales Price for use upon notice by SDSF. Vendor will respond to such communication from SDSF within 24 hours;

q. Vendor shall provide SDSF with a list of prices on all SDS Equipment and Services to be listed. In the event Vendor wishes for SDSF to change any Advertised Sales Price in a Listing, Vendor must do so by making such request via logging onto Vendor's administrative page at www.SecurityDataSupply.com® or such other page of SecurityDataSupply.com® as Vendor may designate from time to time or by sending an e-mail to sales@securitydatasupply.com . Upon SDSF's approval of the price change request, new Advertised Sales Prices will be uploaded to SecurityDataSupply.com® to take effect within 48 hours;

r. Vendor agrees that in the course of negotiation and finalization of the sale of any piece or pieces of SDS;

s. If Additional Charges apply to the purchase of the SDS Equipment and Services after Buyer places an order for SDS Equipment and Services (Adds to the Cart), Buyer will be notified within 5 days of the Additional Charges and will be required to confirm its acceptance of the same within 5 days of our notice to Buyer. If Buyer does not confirm agreement to those Additional Charges, if any, within the time period indicated in our notification to Buyer, we will cancel the order for that SDS Equipment and Services without liability to Vendor;

t. Vendor will, within 24 hours of our notification to Vendor that we have a Buyer who is willing to purchase the SDS Equipment and Services listed, execute/confirm our "Purchase Order" agreeing to be bound by the specific terms and conditions contained in it and confirming its agreement to the Order Price. The Order Price is the agreed sales price of the SDS Equipment and Services. This Order price will be indicated in the Order Confirmation or other communication we send to Buyers and you during or after the "Checkout" process;

u. VENDOR ACKNOWLEDGES THAT ALL SALES ARE PREPAID BY BUYER. Once Buyer confirms Buyer's agreement to the Order Price (plus any Additional Charges), Buyer will be required to PRE-PAY the Order Price plus all Additional

Charges (the Total Due) via a payment method approved on the SecurityDataSupply.com Checkout Feature, and in accordance to our then current Rules. By making such pre-payment, Buyer will be making timely pre-payment to the Vendor (by pre-payment through us) via our payment procedures posted in the "Checkout" portion of SecurityDataSupply.com®. (We accept Buyer's pre-payment of the Total Due and then (once the order is Accepted) forward such pre-payment of the Total Due to the Vendor, less our fees, shipping fees, and taxes paid by Buyer);

v. SDSF generally accepts only credit card payment for the Order Price and any Additional Charges. If Buyer or Vendor seek to pay by another method or SDSF agrees to accept another method of payment, Buyer and/or Vendor must contact us to arrange for another pre-payment option. Buyer and/or Vendor must contact us for such pre-payment option at phone number +1 (985) 327-7980. Vendor agrees to accept any payment method approved by us;

w. In the event that SDSF or Vendor approves utilization of PayPal or similar services, SDSF may deduct any amounts due (e.g., the Total Due or any portion thereof) from the PayPal or similar service balance maintained by Vendor;

x. In the event SDSF designates a payment method such as electronic funds transfer, or credit card payment, Vendor agrees to maintain such payment system in good standing throughout the term of this Agreement. If Vendor ceases or cancels such bank account or credit card or we decide not to accept that credit card or payment type for any reason, Vendor will provide an alternative acceptable payment or payment acceptance method to SDSF within the time period specified in such notice to Vendor. In the event Vendor fails to timely pay SDSF any monies due, SDSF may collect such fees or other amounts due via other collection mechanisms, including, without limitation, charging such payments to any other payment mechanism on file or previously on file with SDSF, and retaining collection agencies and legal counsel for accounts over 90 days past due;

y. Notwithstanding anything to the contrary in this Agreement, though payment typically takes place within 30 to 90 days after the customer receives and inspects the SDS Equipment and Services, the Vendor may receive payment up to 90 days following the date of completion of the sale of the Vendor's SDS Equipment and Services in the event SDSF serves as an intermediary of funds: SDSF is not an escrow agent or trustee and is not required to pay interest during such time.

z. Buyer or Vendor may, pursuant to the Rules, refuse to consummate the transaction to purchase the Vendor's SDS Equipment and Services in the event that there is a mutual mistake between Buyer and Vendor, or that we or Buyer and/or Vendor are unable to verify that the Vendor and/or Buyer is able to fulfill its obligations under its agreement

to purchase or sell the SDS Equipment and Services. Otherwise Buyer is only permitted to receive, and Vendor must pay a refund, pursuant to our Return Policy and/or "Charge-Back Policy";

aa. Upon receipt and confirmation of the Purchase Order of the sale of the SDS Equipment and Services, Vendor will timely ship the SDS Equipment and Services to the Buyer;

bb. Prior to shipping, Vendor will sufficiently prepare and package the SDS Equipment and Services for shipment. Any damage or loss due to insufficient packaging or preparation may result in a holdback of some or all of the Vendor proceeds. Any freight claim denied due to insufficient packaging will become the responsibility of the Vendor. Vendor and SDSF hereby agree that all delivery costs shall be borne by the Buyer unless otherwise agreed between Vendor and Buyer. In no event shall any delivery costs be the responsibility of SDSF;

cc. Vendor will deliver the SDS Equipment and Services to the Buyer in the condition represented to Buyer in connection with the Listings;

dd. Vendor will act in good faith to resolve any disputes between Buyer and Vendor and will indemnify, defend and hold SecurityDataSupply.com® and SDSF harmless from any and all claims, controversies, causes of action or damages associated with the offer or sale of the SDS Equipment and Services;

ee. Vendor will accept/provide refunds in accordance with the Rules for refunds. Upon receipt of the returned item by Buyer, Vendor agrees to return all monies paid by SDSF to Vendor within 3 business days;

ff. Vendor must comply with all of the Rules in connection with our "Return Policies." Our then current Return Policy, if different from the one described in this Vendor's Code of Conduct, will be published to Vendor at the time of the latter of Vendor's Listing or sale of any SDS Equipment and Services or otherwise will be posted on SecurityDataSupply.com® at the time of purchase. Unless otherwise modified at such time of your Acceptance of the purchase, our Return Policy is as follows: If, according to the Rules, any piece of SDS Equipment and Services is not accepted by Buyer, then Buyer will have the right to receive a full refund, less shipping costs and restocking fees, provided Buyer complies with the Return Policy and returns the SDS Equipment and Services to Vendor, at Buyer's expense. Vendor will allow any Buyer to, if such purchase of the SDS Equipment and Services is according to the Rules not Accepted by Buyer, return that SDS Equipment and Services for a full refund within 2 business days of their receipt of that SDS Equipment and Services. The refund Policy requires Buyer to notify Vendor within 48 hours of Buyer's receipt of the SDS Equipment and Services that Buyer will return the SDS Equipment and Services. All returned SDS Equipment and Services must be repacked in their original shipping boxes or cases, and returned at Buyer's expense to the location specified by Vendor on the Purchase Order which will be included with the SDS

Equipment and Services. All returned shipping costs are the responsibility of the Buyer. Further, any damage by Buyer or use of the item/SDS Equipment and Services purchased will result in the item or SDS Equipment and Services being unable to be returned. If a return is requested in accordance with our Return Policy, the Vendor will re-ship the SDS Equipment and Services back to the Buyer, and the Total Due, plus any additional return shipping charges and restocking fees, will be added to the Additional Charges and will become the responsibility of the Buyer. If a refund is authorized under the Rules, Buyer will receive the amount to be refunded from Vendor within 14 days after Vendor's receipt of the returned SDS Equipment and Services. The refund Policy may be changed at any time via changes to the Rules. SDSF reserves for SDSF the sole right to determine any dispute relating to whether any return of SDS Equipment and Services meets our Return Policies and if any refund is warranted;

gg. Without limiting our Return Policy, if Vendor has a dispute, claim, or controversy of any kind or nature with one or more other vendors utilizing SecurityDataSupply.com® or any of their Buyers, Vendor fully and unconditionally releases, indemnifies, will defend, and hold harmless SDSF (and all of its agents, officers, directors, affiliates, subsidiaries, joint venturers and employees) from any and all claims, demands, causes of action, controversies, suits, damages (actual and consequential) of every kind and nature ("Claims"), known and unknown arising out of or in any way connected with such Claims. If Vendor is a California resident or corporation, or other entity, Vendor fully and unconditionally waives the California Civil Code § 1542, which says: "a general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of creditor's executing the release, which if known by him must have materially affected his settlement with the debtor";

hh. Vendor will comply with all of the Rules for addressing and dealing with charge-backs. We may change or amend our Charge-Back Policies and procedures at any time. While we work cooperatively with Vendors to investigate and in some instances challenge/dispute charge-backs, we are not responsible for obtaining/disputing any charge-back commenced by any Buyer or Vendor;

ii. Without limiting the foregoing, unless a different "Dispute Resolution Policy" is posted to SecurityDataSupply.com®, the dispute/Charge-Back Policies in this Agreement shall apply. In the event Vendor has a dispute/Claim with Buyer, Vendor must in good faith seek to resolve that dispute/Claim with the Buyer and/or indemnify, defend and hold us harmless in connection with any and all such disputes. Vendor must engage in good faith dispute resolution procedures in accordance with the Rules, if any, prior to seeking to challenge any charge-back or litigation relating to such Claim. In the event any Claim is not resolved with good faith efforts of Buyer and Vendor, Vendor will notify SDSF in writing of the nature and subject of any such Claims at least _____ business days before Vendor files any lawsuit, arbitration or demands mediation of any kind or nature in connection with any such

Claim. While SDSF's customer service department may provide information to or facilitate information among Buyer and/or other buyers or Vendors in connection with such Claim, SDSF is not responsible for and is not liable to Vendor for, the outcome of any such Claim. SDSF's dispute resolution procedures may, from time to time, require that all Claims of the nature identified in such dispute resolution procedures by SDSF be resolved by a decision rendered by SDSF's customer service department;

jj. The "Charge-Back Policy" is as follows: in order for a Vendor to obtain SDSF's assistance in disputing a "charge-back" to any credit card or the like, Vendor must provide SDSF appropriate evidence of the reason the charge-back should be denied. Vendor may do so by e-mailing our customer service department at info@SecurityDataSupply.com or call our customer service department at (985) 327-7980. In order for any Vendor to dispute a charge-back, it must do so within 10 calendar days of being notified by us of the attempted charge-back. Vendor must provide information to us in order to evaluate the sought denial of the charge-back and communicate that information to the credit card company. This information includes:

- i. proof of delivery, such as online tracking numbers,
- ii. copies of the original item description and any photos,
- iii. proof that the Buyer was already refunded,
- iv. proof that the Buyer was provided a replacement product,
- v. correspondence between Vendor and Buyer regarding the SDS Equipment and Services,
- vi. any other agreements signed or accepted by Buyer and/or Vendor at the time of purchase of the SDS Equipment and Services, and
- vii. any other return terms or policies that were communicated to Buyer at the time of purchase.

kk. Vendor will also not seek to challenge a charge-back or the like from any credit card or electronic funds processor without first exhausting good faith dispute resolution efforts with Buyer, submitting its Claim in connection such charge-back to SDSF's and Buyer's customer service department, providing SDSF's and Buyer's customer service department written notice of the reasons for denial of such desired charge-back or refund, and providing SDSF and Buyer time to resolve such dispute, pursuant to the time period specified in SDSF's and Buyer's customer service policies and procedures. Further, prior to initiating a challenge to charge-back with your credit card company, you must:

- i. call our customer service department at 985-327-7980 and/or e-mail our customer service department at sales@securitydatasupply.com and obtain or be notified of the applicable charge-back/returned item authorization number ("RMA"); and
- ii. provide a written reason for challenging the return of the SDS Equipment and Services and the RMA number to our customer service department.

II. If, for any reason, Vendor seeks to challenge a charge-back from its credit card company or other electronic funds payment provider and such charge-back is issued (the challenge is denied), Vendor will pay to us an Additional Fee/fraudulent charge-back challenge fee in the amount of \$125 to compensate SDSF for our research and effort incurred in investigating the charge-back and responding to Buyer's credit card company or other electronic funds authorization provider. Vendor is also responsible to SDSF and to Buyer for any damages to us or Buyer caused by such fraudulent or unwarranted challenge to the charge-back. Vendor agrees that it will not seek to challenge Buyer's efforts to obtain a charge-back from its credit card company or other electronic funds payment provider if Buyer has not used the SDS Equipment and Services and Vendor has failed to comply with our Return Policies.

If SDSF or its affiliates serve as Vendor hereunder for any reason, SDSF may waive, modify or suspend any of the Vendor policies, rules, regulations as it relates to SDSF or its affiliates.

4. Warranty and Title Policy:

a. **SDS Equipment and Services and Information Warranty Representations.** SDSF does not provide warranties on the SDS Equipment and Services purchased by Buyers, but we will require the Vendor to pass along to the Buyer any applicable equipment vendor's or manufacturer's warranty. As part of the Rules for Vendors, Vendor (not SDSF) will, unless specified on SecurityDataSupply.com® or a Purchase Order, warranty to the Buyer that the SDS Equipment and Services being sold is free from defects of material and workmanship for a period of 48 hours after delivery to the customer. And, Vendor (not SDSF) will and hereby expressly warrants and represents to Buyer that the SDS Equipment and Services to be delivered is the exact SDS Equipment and Services being advertised by Vendor on SecurityDataSupply.com® and shall be in as good of working order as advertised. But, SecurityDataSupply.com® is not responsible to Buyer if any Vendor or manufacturer refuses to honor any Vendor or manufacturer warranty or fails to pass it along to a Buyer. Also, SDSF does not warrant the accuracy of any information provided through the "More Info" feature, any information provided through ron@securitydatasupply.com or via the "Description" provided with the SDS Equipment and Services on SecurityDataSupply.com®, or through direct correspondence with SDSF personnel or those of the Vendor. In all such cases, you will indemnify and defend us in connection with all such Claims.

b. No SDS Equipment and Services Warranty. If there will be no warranty provided by the Vendor or manufacturer, it will be indicated by Vendor clicking "no warranty," or specified on the purchase or information pages of SecurityDataSupply.com® indicating that such SDS Equipment and Services comes with no warranty. To the extent legally permitted, SDSF excludes any and all implied warranties, terms and conditions. SDSF is not liable for any loss of money, goodwill, reputation or any special, indirect or consequential damages arising directly or indirectly out of your use or your inability to use SecurityDataSupply.com®, and any services or tools associated therewith. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so in some instances, these disclaimers and exclusions may be omitted or may not apply to Vendor or Buyer. However, it is the intent of the parties that they will apply to Vendor to the furthest extent permitted by law and/or contract.

c. No Ownership of SDS Equipment and Services by SDSF While SDSF may (or may not) receive, as a convenience for the parties, pre-payment by Buyer from the transaction and remit amounts due to Vendor (less applicable fees), SDSF does not transfer legal ownership of items from any seller to any buyer (i.e., from Vendor to Buyer), does not purchase the item from Vendor (does not purchase and re-sell the SDS Equipment and Services), does not take any item on consignment, is not an auction site, engages in no bailment and nothing in this Agreement or any of the Rules modifies or shall modify the governing provisions of the Commercial Code of any state, and the Uniform Commercial Code § 2-401(2) unless you expressly agree otherwise, and SDSF agrees to the same.

d. Limitation of Liability. SDSF does not accept any responsibility for or hold itself out as offering such activities. You will not hold SDSF responsible for any other SecurityDataSupply.com® users' content, actions, inactions, or any items or services of any kind or nature that they List or purchase via SecurityDataSupply.com®, or SDSF's destruction of, or refusal to offer or sell any allegedly fake, counterfeit, or illegal items. You acknowledge that because SDSF is not an auctioneer or Vendor's or Buyer's (or your) agent, SDSF has no fiduciary duty to any Vendor or Buyer and is not responsible for obtaining for you or any Vendor or Buyer the highest or lowest price available for any SDS Equipment and Services listed via SecurityDataSupply.com®. Instead, SecurityDataSupply.com® and all Services associated with it provided by SDSF, merely serves as a venue to allow Vendors to offer and sell, as well as to facilitate Vendors' offer and sale of the SDS Equipment and Services. To the extent that any SDSF personnel or SDSF are in any way involved with the actual transaction (such as the offer, sale or negotiation of the sale of any SDS Equipment and Services), they do so as a mere convenience to Vendor and Buyer and not as the Vendor's or Buyer's agent. While SDSF may help facilitate the offer and sale of the SDS Equipment and Services and/or may help to facilitate resolutions of disputes among Vendor and Buyers, it has no control over the terms offered by Vendors or Buyers and does not guarantee the quality, safety or legality of any items advertised, offered or sold, the truth or accuracy of any statement made by any party in connection with any Listing, negotiation or transaction process, or

the ability of any seller to sell or any buyer to buy, pay for or receive in a timely manner, any items or SDS Equipment and Services listed or offered or sold via SecurityDataSupply.com®, or any related services, or that any buyer or seller of any kind or nature, will actually complete the transaction for the item, return the item or timely pay for such item.

e. YOUR USE OF THE SERVICES AND SECURITY DATA SUPPLY.COM® IS AT YOUR SOLE RISK. THE SERVICES AND SECURITY DATA SUPPLY.COM® ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT SECURITY DATA SUPPLY.COM® OR THE SERVICES WILL BE AVAILABLE OR OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. IN ADDITION, WE DO NOT WARRANT THAT INFORMATION AVAILABLE ON OR THROUGH SECURITY DATA SUPPLY.COM® OR THE SERVICES INCLUDING, WITHOUT LIMITATION, ESTIMATED FEES BASED ON USER-PROVIDED INPUT, ANY SALES TRANSACTIONS PAGE OR SIMILAR SOFTWARE FUNCTION ARE APPROPRIATE, ACCURATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION, AND ACCESSING THEM FROM JURISDICTIONS WHERE THEIR CONTENTS ARE ILLEGAL IS EXPRESSLY PROHIBITED. FURTHER, WE DO NOT WARRANT THAT PUBLISHED FEES BASED ON USER-PROVIDED INPUT IS AN ACCURATE OR TRUE REFLECTION OF THE FEES, TERMS AND CONDITIONS THAT WILL BE BINDING BETWEEN THE CONTRACTING PARTIES.

f. **Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICES OR ANY ASPECT OF SECURITY DATA SUPPLY.COM® OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS, IN WHOLE OR IN PART, HELD TO BE INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF US FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO SECURITY DATA SUPPLY.COM®, THE SERVICES OR THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO ONE HUNDRED DOLLARS (\$100). THE LIMITATION OF LIABILITY HEREIN APPLIES TO ALL LIABILITIES IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM YOUR USE OR YOUR INABILITY TO USE SECURITY DATA SUPPLY.COM® OR THE SERVICES, OR ANY OTHER MATTER ARISING

FROM OR RELATING TO SECURITY DATA SUPPLY.COM®. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

g. In order to use SecurityDataSupply.com® or the Services, you must obtain access to the World Wide Web (or such technology we may designate) directly or through devices that access content and pay any and all service fees, if any, associated with such access: we are not responsible for such fees or costs.

5. Acceptable Use Policy.

a. **Individual Use.** Except as provided in (b) below, you agree that you are only authorized to visit, view and to retain a single copy of pages of SecurityDataSupply.com® solely for your own use and that you shall not duplicate, download, publish, modify or otherwise distribute any material on SecurityDataSupply.com® for any purpose other than for your own individual use unless otherwise specifically authorized by us. SDSF may post "Legal Notices" and various credits on pages of SecurityDataSupply.com®, which may not be removed even in your permitted copy. Your use of SecurityDataSupply.com® is subject to our Legal Notices and you must not remove these Legal Notices or credits, or any additional information contained along with the Legal Notices and credits.

b. **Deep Links.** You shall not "deep-link" to SecurityDataSupply.com®, meaning that you will not create, post, display, publish or distribute any link to any page other than the front (home) page of SecurityDataSupply.com® for any purpose, unless specifically authorized in writing by us to do so. You must not create any links from your website to any website which bears the Marks or our copyrighted materials or which offer products or services sales, without our express written consent. If you wish to deep link or any link to SecurityDataSupply.com® for any reason, you must contact us at sales@securitydatasupply.com and obtain our prior written approval for such deep links or other links.

c. **Security, Cracking and Hacking.** You shall not violate or attempt to violate the security of the Services. Accordingly, you shall not: (i) access data or materials not intended for you; (ii) log into a server or account which you are not authorized to access; (iii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (iv) attempt to interfere with service to any user, host or network, including without limitation, via means of submitting a virus to the Services, overloading, "flooding," "mailbombing" or "crashing" the Services. Violations of system or network security may result in civil or criminal liability. We reserve the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations. You understand that data and communications, including e-mail and other electronic communications, may be accessed

by unauthorized third parties when communicated over the Internet. You agree that it is your responsibility, and not ours, to obtain and use third party software products that support encryption and other security protocols compatible with such protocols (if any) that may be used by us from time to time in connection with the Services.

d. **Spidering.** THE USE OF ANY TOOLS, PROGRAMS, ROBOTIC ALGORITHMS OR PRODUCTS TO AUTOMATICALLY DOWNLOAD OR "SPIDER" SECURITY DATA SUPPLY.COM® OR ANY OF THE PAGES OF SECURITY DATA SUPPLY.COM® INFRINGES ON OUR COPYRIGHTS. DO NOT USE ANY SUCH TOOLS OR PRODUCTS ON OR IN CONNECTION WITH THE SERVICES!

e. **You Are Responsible For All of Your Activities and All of The Content You Post.** You represent and warrant that any information you post or provide to us by means of SecurityDataSupply.com®, including, without limitation, as part of any Listing or registration or application or to gain access to any Services, is truthful, accurate, not misleading and offered in good faith. Any information disclosed to you via the Services including, without limitation, any content in the personalized areas of SecurityDataSupply.com®, if any, may be used only for its intended purpose. We expect that you will exercise caution, good sense and proper judgment in using the Services. You agree NOT to use SecurityDataSupply.com® and/or the Services for or in connection with any of the following activities:

i. spoofing or otherwise impersonating any person or entity, including, without limitation, any other users or any of our personnel, or falsely stating or otherwise misrepresenting your identity or affiliation in any way, or forging any TCP/IP packet header or any part of the header information in any e-mail or other posting;

ii. any fraudulent or illegal purpose;

iii. e-mailing, uploading, or otherwise transmitting or using the Services in furtherance of the use or distribution of any unlawful, harmful, harassing, defamatory, tortious, libelous, abusive, threatening, vulgar, sexually explicit, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind, or any material that is invasive of another's privacy or exploits children, or transmitting any sexually explicit materials, including images and other content;

iv. transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, destroy, disrupt or otherwise impair a computer's functionality or the operation of our (or anyone else's) Services, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, or transmit any materials that otherwise violate the Rules or policies;

v. violating our rights in or to our intellectual property; and

vi. to assist you with breaching this Agreement, or any SDS Franchising, LLC Franchise Agreement between any SDSF Business and us.

f. **Your Access to Certain Services.** As a convenience and courtesy to you, in addition to the Services offered to the general user of SecurityDataSupply.com®, we may provide you access to certain SecurityDataSupply.com® and websites operated by our affiliates for purpose of contracting with us or SDSF Businesses to sell products or services to you. If we do so, any offers or sales made in connection with the use of our affiliates' websites will be subject to the Rules and this Agreement if no other terms of use or the like are posted on those affiliates' websites. See the Rules which may be published on SecurityDataSupply.com®. In addition, you understand that certain Services on SecurityDataSupply.com® such as a general content page and a current information page (which provides information that may include, without limitation, news of interest to users of SecurityDataSupply.com®, shipper information and other Services) may include materials and information from third parties, and you acknowledge and agree that we have minimal control over such information. Accordingly, we cannot guarantee, represent or warrant that the content contained in SecurityDataSupply.com® is accurate, appropriate to you, and/or inoffensive.

g. **Compliance with Laws.** You may use the Services and SecurityDataSupply.com® only for lawful purposes. The Services and use of SecurityDataSupply.com® are subject to, and you agree that you will at all times comply with, all applicable local, state, national, and international laws, statutes, rules, regulations, ordinances and the like applicable to the use of the Services. Your obligation includes your agreement to comply with all applicable laws or industry-specific regulations, and rules relating to the export of technical and other data from the United States (and from your country if you are not located in the United States) and your agreement not to export or re-export any such data or any other content or materials in violation of such laws, rules or regulations without first obtaining all necessary licenses, consents and approvals therefore, as well as authorization from us.

6. Intellectual Property Policy:

a. **Do Not Violate Our or Third Party Intellectual Property Rights.** Without waiving or limiting any of our rights or your obligations under this Agreement, you may not, and by using the Services or an SecurityDataSupply.com® website you agree not to, use the Services or SecurityDataSupply.com® to: (i) transmit material that is copyrighted, unless you are the copyright owner or have obtained the permission of the copyright owner to transmit it; (ii) transmit material that reveals trade secrets, unless you own them or have the permission of the owner to so transmit them; or (iii) transmit material that infringes on any Intellectual Property Rights (as defined below) of others or violates the privacy or rights of publicity of others. For purposes of this Agreement, the term "Intellectual Property Rights" means collectively, rights under patent, trademark, copyright and trade secret laws,

and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral rights and similar rights.

b. **Ownership.** The trademarks, trade names, logos, color schemes, service marks, slogans, and similar means of identifying products or services displayed on any of SecurityDataSupply.com®, including without limitation, any variation of the terms or phrases "Security Data Supply®" (word mark) "SDS ®" (word and design) (collectively, the "Marks") as well as all copyrighted or copyrightable material, images, sound, text, graphics, software and source code ("Copyrights") and other Intellectual Property Rights are our or our licensors' registered and/or common law marks, Copyrights or other Intellectual Property Rights. All content and materials on SecurityDataSupply.com® including, without limitation, the Marks, button icons, images, audio clips, and software, copyrights, patents and other Intellectual Property Rights included in the Services or SecurityDataSupply.com®, are our property or our licensors' and are protected by U.S. and international copyright, patent, trademarks, and other proprietary rights and Intellectual Property Rights laws. The compilation of all content on SecurityDataSupply.com® is our exclusive property and is protected by U.S. and international copyright laws. All software used on SecurityDataSupply.com® is our property or our licensors' and protected by U.S. and international copyright laws. Except to the minimum extent otherwise expressly permitted under copyright laws, no copying or exploitation of material from the Services is permitted without the express written permission of us and any other applicable copyright owner.

c. **Reproduction and Copying.** You may not copy, reproduce, republish, upload, post, transmit, sell, distribute, transfer or modify any of the content, data, information or materials found on SecurityDataSupply.com®, but you may download, display and print one (1) copy of the content displayed on our site on a single computer for your personal non-commercial use.

d. **Unauthorized Use.** You will not use the Marks, Intellectual Property Rights, or other content on any site, website, web page, portal, or any form of advertisement which you operate, authorize or control without our express written permission. You may not use our Marks or copyrighted materials in any search engine descriptions, content, meta-tags, "white lettering", key words, or other means of directing or influencing web traffic to any website, web page, portal or e-mail operated, controlled or authorized by you without our express written permission and your doing so constitutes a violation of our rights under U.S. Federal law, U.S. States' laws, and other international laws and a breach of this Agreement.

e. **Unauthorized Registration.** You will not register, adopt or use any names, URLs, trademarks, slogans, trade names, trademarks, service marks, e-mail addresses, URLs, meta-tags, key words, search descriptions or the like that are the same or are confusingly similar to the Marks. Without our prior written consent, you will not submit or

maintain any information submitted to search engines which incorporate any content from SecurityDataSupply.com®, our Intellectual Property Rights, the Marks, our copyrighted materials or any marks that are confusingly similar to the Marks.

f. **Resale of Services/Reservation of Rights.** You acknowledge that you do not acquire any ownership or license rights by virtue of downloading the Marks, Intellectual Property Rights or any other copyrighted material from the Services. All rights not expressly granted under this Agreement are expressly reserved to us. If you believe your rights under applicable copyright laws are being infringed, you may notify our designated personnel who assist us with our Copyright notice and takedown policies.

7. Account Password Policy.

If the Services require that you become a registered user of the Services or to access SecurityDataSupply.com®, you must receive or establish one or more passwords and accounts in the manner we designate. Maintaining the confidentiality and security of your passwords and accounts is solely your responsibility. Accordingly, you must maintain the security and confidentiality of your accounts. Do not divulge your password or account information to any third party. You are entirely responsible for all activities that occur on or through your account(s), and you agree to notify us immediately about any unauthorized use of accounts or any breach of security. You agree that we and our affiliates are not and will not be responsible for any losses incurred in connection with any misuse of or failure to secure passwords, nor do we or they have any responsibility whatsoever for your failure to comply with this Section.

8. Privacy Policy.

You agree to the terms of our then current Privacy Policy at www.SecurityDataSupply.com and as published in the Rules from time to time.

9. Miscellaneous Terms.

a. **Merger Clause.** Subject to the terms of this Agreement and our other operating rules and policies for SecurityDataSupply.com®, this Agreement constitutes the entire agreement between you and us and you and the Vendor with respect to the subject matter addressed herein, and governs your use of the Services, superseding any prior agreements between you and us relating to such subject matter, but this Agreement may be supplemented by any other agreement you enter into with us or the Vendor pursuant to a registration to access certain features of SecurityDataSupply.com®. The failure of us to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement remain in full force and effect.

b. **Section Headings.** The section headings used in this Agreement are for convenience only and have no legal or contractual effect.

c. **Use by Adults Only.** Without limiting the foregoing, our Services at SecurityDataSupply.com® are not intended for use by or to be available to minors. IF YOU ARE NOT LEGALLY AN ADULT UNDER THE LAW, ARE LEGALLY UNABLE TO ENTER INTO BINDING CONTRACTS WHERE YOU LIVE OR IF YOU ARE UNDER 18 YEARS OF AGE, YOU MAY NOT ACCESS SECURITY DATA SUPPLY.COM® OR USE THE SERVICES. IF SO, PLEASE IMMEDIATELY DISCONTINUE USE OF THE SERVICES AND DO NOT ACCESS SECURITY DATA SUPPLY.COM®.

d. **Choice of Law and Forum.** The Services are controlled by us from within the State of Florida, USA, although it may be accessed and used throughout the world. Subject to this Agreement, by submitting a registration or by accessing or using the Services, you and we each agree that the substantive laws of the State of Louisiana, USA will govern with respect to all matters relating to or arising from this Agreement, or the use (or inability to use) the Services, and that such laws will apply without regard to principles of conflict of laws. Subject to the dispute resolution procedures set forth above, you and we agree and hereby submit to the exclusive jurisdiction and venue of the appropriate State and Federal courts located in St Tammany Parish, Louisiana, USA with respect to such matters. Regardless of any statute or law to the contrary, any Claim or cause of action arising out of or related to the Services must be filed or otherwise commenced within one (1) year after such Claim or cause of action arose or be forever barred.

e. **Indemnity of Us.** You agree to indemnify and hold us, our owners, officers, directors, employees, affiliates and agents harmless, and, at our request, to defend us from and against any claim, demand, cause of action, debt, loss or liability, including reasonable attorneys' fees, to the extent that such action is based upon, arises out of, or relates to your use (or inability to use) the Services, any aspect of SecurityDataSupply.com®, or any other activities of yours accomplished using the Services or SecurityDataSupply.com®.

f. **Order of Precedence.** This Agreement governs your use of SecurityDataSupply.com® and access to the Services. This Agreement does not modify, alter or amend any other agreement you have entered or will enter into with us or any of our related or affiliated entities. To the extent that any provision of this Agreement, or any supplemental agreement offered as any part of any registration for additional Services on SecurityDataSupply.com®, conflicts with any provision of your other agreements with us or any of our related or affiliated entities, the terms of such other conflicting agreements shall be superseded by this Agreement unless such other terms expressly state that they modify this Agreement and specifically reference this Agreement.

g. **Assignment.** You may not assign this Agreement without our written consent. We may freely assign this Agreement and our right under it without your consent or notice to you. This Agreement is binding on our successors and assigns.

h. **Electronic Signature.** You acknowledge that your electronic submissions constitute your agreement and intent to be bound by the agreements into which you thereby enter. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "**E-Sign Act**") or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, APPLICATIONS AND OTHER RECORDS AND ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH SECURITY DATA SUPPLY.COM®. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means. You may obtain a copy of this Agreement by printing it now at no additional cost to you or by contacting us later at sales@securitydatasupply.com. We may charge you up to \$25 per copy of this Agreement if we send a copy to you at a later date.

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IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT OR DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL OF THE AGREEMENTS POLICIES AND PROCEDURES THAT ARE INCORPORATED INTO IT, DO NOT CLICK ON THE BUTTON MARKED [I AGREE].