

## ADDENDUM TO THE RESELLER'S AGREEMENT For PSA Members

**The Effective Date of this Addendum is the Effective Date of the Associated Reseller's Agreement**

THIS ADDENDUM modifies certain clauses of the ASSOCIATED RESELLER AGREEMENT by and between:

BluBØX Security, Inc., a Massachusetts company with offices at 9 Bartlet Street, Suite 334, Andover, MA 01810 ("BluBØX"), and

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\_\_\_\_\_ (The "Reseller")

The following clauses replace the equally-numbered clauses of the Associated Reseller Agreement. All other clauses of the Associated Reseller Agreement apply.

### **3. Purchase Prices.**

**3.a. Amount.** Reseller may buy BluBØX's products from PSA at BluBØX's MSRP price less Reseller's applicable Discount. The products and the Reseller's prices will appear on PSA's On-Line Store. BluBØX's Product List is also made available to Reseller by way of Price Lists that are published periodically and e-mailed to Reseller, and Reseller will keep itself up-to-date throughout the Term with respect to BluBØX's current Product List and standard Product Price List.

**3.b. Taxes.** The prices are exclusive of all taxes, including sales, use, excise or value added taxes where applicable. Reseller will pay any and all such taxes imposed or levied by any government or agency. If such taxes are payable by BluBØX to a government agency, BluBØX will include such taxes on its invoice to PSA and PSA will invoice Reseller for payment of the taxes. Any claimed exemption from such taxes must be supported by proper documentary evidence delivered to BluBØX.

**3.c. Changes to Product List.** BluBØX Resellers will order materials and services by way of PSA's Product On-Line Store. Changes to product listings and associated prices shall appear regularly on PSA's On-Line Store. BluBØX shall have the right to conduct reviews of the entire price list from time-to-time, and any new prices that derive from the review shall be reflected in a new revisions of BluBØX's Price List, shall be posted as a group to PSA's On-Line Store, and shall become effective immediately upon posting. Reasonable commercial efforts shall be made by BluBØX to advise Resellers with sixty (60) days' notice of upcoming price changes. BluBØX will post an advisory anytime a price review has occurred.

**3.d. Resale Prices.** Reseller is free to determine the price at which Reseller resells the Products or Licenses therefor to End Users. Reseller will be solely responsible for collecting payment from its End Users for the products and licenses, and Reseller's payments to PSA will be due regardless of Reseller's

collection of payment from its End Users. PSA shall remit payments that are due on behalf of Reseller to BluBØX in a timely manner, regardless of Reseller's collection of payment from its End Users.

**3.e. Orders.** Reseller may place orders for the Products hereunder by submitting orders to PSA, and PSA will immediately place corresponding orders to BluBØX for processing. Each Reseller order to PSA must contain the following information: 1) a Purchase Order number, and 2) for each Product listed thereon: (a) the BluBØX product number and product name, (b) the quantity ordered, (c) the purchase price for each Product, (d) the shipping instructions and delivery destination, and (e) the requested shipping date. The corresponding PSA Order upon BluBØX will contain this information. No PSA order upon BluBØX, and therefore no Reseller order upon PSA will be binding upon BluBØX unless and until accepted by BluBØX. The terms and conditions of the Reseller Agreement and this Addendum are hereby incorporated by reference into each order submitted by Reseller to PSA, and by PSA to BluBØX hereunder. Nothing contained in any order by Reseller will in any way modify or add to the terms of this Agreement. ANY TERMS OR CONDITIONS SUBMITTED ON ANY FORM BY RESELLER TO PSA or BY PSA TO BLUBØX BY PSA THAT DIFFER FROM OR ALTER THE TERMS AND CONDITIONS STATED HEREIN ARE SPECIFICALLY REJECTED BY BLUBØX. BLUBØX'S ACCEPTANCE OF AN ORDER, OR ITS FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY COMMUNICATION FROM RESELLER OR PSA WILL NOT BE A WAIVER OF THE PROVISIONS HEREOF. Special orders or custom orders defined as orders containing items that are not listed on the then-current BluBØX Price List, once accepted by BluBØX, ARE NOT MODIFIABLE, CANNOT BE CANCELLED, and are NON-REFUNDABLE.

#### **4. Shipment and Delivery.**

**4.b. Shipping Dates Approximate.** Scheduled or stipulated shipping dates are approximate and based upon prompt receipt of all necessary information from Reseller and/or PSA. BluBØX will not be liable for any loss or expense, whether by way of contract or tort (consequential or otherwise) incurred by Reseller if BluBØX fails to meet the specified estimated delivery schedule.

#### **6. Terms and Method of Payment.**

**6.a.** If non-recurring revenue items are delivered in installments, BluBØX will invoice PSA separately for each installment. Payment will be made for all Hardware without regard to whether Reseller has made or plans to make an inspection thereof.

**6.b.** BluBØX will invoice Recurring revenue items to PSA monthly on the first of the month to reflect usage in the prior month. The invoice will cover ALL of Reseller's installations, one line item per installation. A detail for each installation shall be available from BluBØX on demand.

**6.c.** Disregard

**6.d.** Disregard

**6.e.** disregard

**6.f. Uncontested non-recurring revenue invoices:** If PSA and/or Reseller fails to make full payment on one or more such invoices within forty five (45) days from the date of the invoice, BluBØX may, upon

five (5) days written notice to Reseller and PSA (in addition to any other remedies available hereunder or at law or equity), suspend performance under this Agreement in whole or in part.

**6.g. Uncontested items of recurring revenue invoices:** If PSA and/or Reseller fails to make payment on any uncontested items of a recurring revenue invoice within forty five (45) days from the date of the invoice, BluBØX may, upon five (5) days written notice to Reseller and PSA (in addition to any other remedies available hereunder or at law or equity), terminate BluSKY support for the Reseller's End User accounts for which Licenses remain unpaid.

IN WITNESS WHEREOF, the parties have caused this Addendum to the Reseller Agreement to be signed by their duly authorized representatives.

**BluBØX Systems, Inc.**

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Patrick deCavaignac  
Sr. Vice President and COO

**AND:**

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*Reseller Company*

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*Signature*

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*Name (Printed)*

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*Title*

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*Date of Signature*

**END OF ADDENDUM**