

This Distributor Agreement (this "Agreement"), effective as of _____, 2008 ("Effective Date"), is made and entered into by and between Enable-IT Corporation, a Nevada corporation having offices at 375 N. Stephanie Street, Suite 1411, Henderson, NV 89014, and _____, a _____ company having offices at _____ ("Distributor").

RECITAL

Enable-IT sells Enable-IT Products (as defined below). Distributor desires to market and distribute Enable-IT Products and purchase Enable-IT Products for resale. Enable-IT has agreed to appoint Distributor as a non-exclusive services-added reseller of Enable-IT Products under the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be legally bound hereby, Enable-IT and Distributor agree as follows:

1. DEFINITIONS

Defined terms used in this Agreement shall have the meanings set forth below:

1.1. "Enable-IT Products" shall mean the products and services made generally available by Enable-IT and listed in Enable-IT's catalogs and/or on Enable-IT's Web Site and such other products and services as mutually agreed upon by the Parties in writing.

1.2. "Confidential Information" shall mean confidential or other proprietary information that is disclosed by either Party to the other Party under this Agreement, including, without limitation, business and product plans, service plans, pricing information, customer lists, customer contacts, IT opportunity details, pre-sales work product and other confidential business information, whether in a written or non-written format. Confidential Information shall not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the receiving Party; (ii) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; (iii) is intentionally disclosed by the disclosing Party to a third party without restriction on disclosure; (iv) is rightfully received by the receiving Party from a third party without a duty of confidentiality; or (v) is disclosed pursuant to any judicial or governmental order, provided that the receiving Party gives the disclosing Party sufficient prior notice to contest such order.

1.3. "Discount" shall mean the discount for a Enable-IT Product as set forth in the Distributor Discount Price Schedule.

1.4. "Documentation" shall mean user manuals, training materials, product descriptions and specifications, technical manuals, supporting materials and other information in printed or electronic form relating to the Enable-IT Products and generally provided to customers of Enable-IT as of the date the related Enable-IT Product is shipped to Distributor.

1.5. "Effective Date" shall mean the date identified above as the Effective Date.

1.6. "End-Customer" shall mean any third party that purchases Enable-IT Products from Distributor for its own internal use and not for redistribution.

1.7. "Initial Term" shall have the meaning set forth in Section 6.1.

1.8. "Intellectual Property Rights" shall mean all forms of intellectual property rights and protections that may be obtained for, or may pertain to, the Enable-IT Products, Confidential Information, Documentation, Marks, Specifications, and/or other products, documentation and materials, as applicable, and may include, without limitation: (i) all right, title and interest in and to all Letters Patent and all filed, pending or potential applications for Letters Patent, including any reissue, reexamination, division, continuation or continuation-in-part applications throughout the world now or hereafter filed; (ii) all right, title and interest in and to all trade secrets, and all trade secret rights and equivalent rights arising under the common law, state law, Federal law and laws of foreign countries; (iii) all right, title and interest in and to all mask works, copyrights, other literary property or author's rights, whether or not protected by copyright or as a mask work, arising under common law, state law, Federal law and laws of foreign countries; and (iv) all right, title and interest in and to all proprietary indicia, trademarks, service marks, trade names, trade dress, symbols, logos and/or brand names protected under common law, state law, Federal law and laws of foreign countries.

1.9. "List Price" shall mean the undiscounted retail price for Enable-IT Products.

1.10. "Marks" shall mean all proprietary indicia, trademarks, service marks, trade names, trade dress, symbols, logos and/or brand names Enable-IT may adopt from time to time to identify Enable-IT, the Enable-IT Products or any related parties or materials.

1.11. "Material Defect" shall mean any reported malfunction, error or other defect in a Enable-IT Product that: (i) can be reproduced by Distributor and Enable-IT, and (ii) constitutes a material nonconformity with the Specifications for such Enable-IT Product.

1.12. "Parties" shall mean Enable-IT and Distributor.

1.13. "Party" shall mean either Enable-IT or Distributor.

1.14. "Purchase Order" shall mean a written purchase order that is delivered to Enable-IT in accordance with Section 3.4.

1.15. "Purchase Price" shall mean the amount to be paid by Distributor for the Enable-IT Products as determined in accordance with Section 3.2.

1.16. "Renewal Term" shall have the meaning set forth in Section 6.1.

1.17. "Specifications" shall mean the published specifications applicable to the Enable-IT Products that are in effect as of the date the related Enable-IT Product is shipped to Distributor.

1.18. "Distributor Discount Price Schedule" shall mean the then-current price schedule for Distributors published by Enable-IT.

1.19. "Term" shall mean the period beginning on the Effective Date and terminating on the date this Agreement is terminated under Article 6.

1.20. "Territory" shall, unless otherwise mutually agreed upon by the parties in writing, mean the continental United States.

2. APPOINTMENT AND AUTHORITY OF DISTRIBUTOR

2.1. Appointment. Subject to the terms and conditions set forth herein, during the Term, Enable-IT hereby appoints Distributor as Enable-IT's nonexclusive reseller of Enable-IT Products directly to End-Customers in the Territory, and Distributor hereby accepts such appointment. Nothing in this Agreement shall preclude Enable-IT from marketing, selling, leasing, supporting or maintaining any Enable-IT Products to or for any customer, including, without limitation, end-users, original equipment manufacturers, resellers, Distributors or other Distributors, within or outside of the Territory.

2.2. Consideration. The difference between the Purchase Price paid by Distributor to Enable-IT and Distributor's selling price to its End-Customers shall be Distributor's sole remuneration under this Agreement for sale of the Enable-IT Products.

2.3. No Right to Manufacture. This Agreement only grants Distributor the limited right to resell Enable-IT Products originally sold to Distributor by Enable-IT. This Agreement, and the sale of, or offer to sell, Enable-IT Products to Distributor by Enable-IT, does not convey any other license, expressly or by implication, estoppels or otherwise, under any Intellectual Property Rights owned by Enable-IT, including, without limitation, the right to manufacture or modify the Enable-IT Products.

2.4. Independent Contractors. The relationship of Enable-IT and Distributor established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either Party the power to direct or control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint ventures, co-owners, or participants in a joint or common undertaking, or (iii) allow Distributor to create or assume any obligation on behalf of Enable-IT for any purpose whatsoever.

3. TERMS OF PURCHASE OF ENABLE-IT PRODUCTS BY DISTRIBUTOR

3.1. Terms and Conditions. All purchases of Enable-IT Products by Distributor from Enable-IT during the Term shall be subject to the terms and conditions of this Agreement.

3.2. Purchase Prices. All Purchase Prices are F.O.B., Enable-IT's designated facility. The Purchase Price for any Enable-IT Product purchased hereunder is the List Price for such Enable-IT Product as of the date Enable-IT accepts the Purchase Order for such Enable-IT Product less the Discount for such Enable-IT Product that corresponds with Distributor's discount level as set forth in the Distributor Discount Schedule. Enable-IT shall have the right at any time to revise the List Price for any Enable-IT Product or the Distributor Discount Schedule upon publication in Enable-IT's catalogs or on Enable-IT's Website or by written notice to Distributor. Such revisions shall apply to all Purchase Orders received after the date of Enable-IT's publication or issuance of notice of such revision. In the event that Distributor purchases Enable-IT Products under multiple Enable-IT account numbers, Distributor shall notify Enable-IT in writing of all such Enable-IT account numbers so that Enable-IT may aggregate Distributors net purchases hereunder for purposes of calculating the discount level.

3.3. Taxes. Distributor's Purchase Price does not include any foreign, Federal, state or local sales, use or other similar taxes, however designated, levied against the sale, licensing, delivery, performance or use of the Enable-IT Products. Distributor shall pay, or reimburse Enable-IT for, all such taxes or audit assessments imposed on Distributor or Enable-IT; provided, however, that Distributor shall not be liable for any taxes or audit assessments based on Enable-IT's income. When Enable-IT has the legal obligation to collect such taxes, the appropriate amount shall be added to Distributor's invoice and paid by Distributor unless Distributor provides Enable-IT with a valid exemption certificate authorized by the appropriate taxing authority.

3.4. Order and Acceptance. All orders for Enable-IT Products submitted by Distributor shall be initiated by a Purchase Order sent to Enable-IT and requesting a delivery date during the Term. To facilitate Enable-IT's production scheduling, Distributor shall submit Purchase Orders to Enable-IT consistent with Enable-IT's then-current lead times for the applicable Enable-IT Products. No Purchase Order shall be binding upon Enable-IT unless and until Enable-IT has accepted the Purchase Order by (i) providing Distributor an order confirmation via email, facsimile, electronic data interface (EDI), regular mail, or other manner selected by Enable-IT in its sole discretion, or (ii) shipping all of the Enable-IT Products identified on the Purchase Order. Notwithstanding the foregoing, Enable-IT may accept a portion of the Purchase Order by shipping a partial shipment of the Purchase Order; provided, however, no partial shipment of a Purchase Order shall constitute the acceptance of the entire Purchase Order, absent the issuance by Enable-IT of an order confirmation accepting all of the Enable-IT Products identified on the Purchase Order. Enable-IT shall have no liability to Distributor with respect to any Purchase Order, or portion of any Purchase Order, that is not accepted by Enable-IT. Distributor shall not be permitted to cancel or modify a Purchase Order after it has been accepted by Enable-IT without the prior written consent of Enable-IT. Enable-IT, in its sole discretion, shall have the right to modify or discontinue Enable-IT Products at any time without notice to Distributor.

E-mail designation: sales@enableit.com Fax Designation: (866) 389-8605

3.5. Terms of Purchase Orders. Distributor's Purchase Orders submitted to Enable-IT from time to time with respect to Enable-IT Products to be purchased hereunder shall be governed by the terms of this Agreement. Nothing contained in any such Purchase Order shall in any way modify or enlarge such terms of purchase or add any additional terms or conditions except as otherwise agreed to in writing by the Parties.

3.6. Payment. Full payment of the Purchase Price for each Enable-IT Product (including any freight, taxes or other applicable costs initially paid by Enable-IT but to be borne by Distributor) shall be made by Distributor to Enable-IT in United States dollars, net thirty (30) days from the date of Enable-IT's invoice. Invoices are created on the day of shipment. Any invoiced amount which is not paid when due will bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowable by law, whichever is less. Enable-IT reserves the right to withhold additional shipments to Distributor, and/or impose additional credit terms, in the event that any payments to Enable-IT are past due. Distributor shall pay all of Enable-IT's costs and expenses (including reasonable attorneys' fees) to enforce Enable-IT's rights under this Section 3.6.

3.7. Shipping. All Enable-IT Products delivered pursuant to the terms of this Agreement shall be packed for air freight shipment in Enable-IT's standard shipping cartons, marked for shipment to the ship-to address set forth in the Purchase Order, and delivered to the carrier, F.O.B., Enable-IT's facility. Unless otherwise instructed in writing by Distributor, Enable-IT shall select the carrier. Distributor acknowledges that Enable-IT may receive volume discounts from its carriers and that such discounts will not be credited or refunded to Distributor. Enable-IT shall be permitted to deliver the Enable-IT Products in separate lots. Upon delivery to the carrier, risk of loss with respect to the Enable-IT Products (and title to the hardware included in such Enable-IT Products) shall pass to Distributor. Distributor shall pay

all freight, insurance, and other shipping expenses, as well as any special packing expense. Distributor shall be deemed to have accepted the Enable-IT Products upon delivery of the Enable-IT Products to the carrier.

3.8. Resale Only. Distributor hereby acknowledges and agrees that all purchases of Enable-IT Products pursuant to this Agreement shall be for resale by Distributor in the normal course of Distributor's business. Distributor's purchases of Enable-IT Products that are not for resale shall be made pursuant to a separate agreement between the Parties.

4. ADDITIONAL OBLIGATIONS

4.1. Distributor's Promotion of the Enable-IT Products. Distributor shall, at its own expense, use its best efforts to promote the sale of the Enable-IT Products within the Territory. Distributor shall represent the Enable-IT Products accurately and fairly and shall not conduct any misleading or unethical business practices. Distributor shall not (i) make warranties on any Enable-IT Products beyond those expressly set forth in this Agreement, (ii) alter, re-label or change the Enable-IT Products or the Documentation without the prior written approval of Enable-IT, or (iii) engage in any form of substitution when a potential End-Customer orders or specifies Enable-IT Products. Distributor shall take all necessary steps to ensure compliance by its employees and its other agents and representatives with Distributor's obligations under this Agreement.

4.2. Marketing Materials and Demo Equipment Distributor may purchase brochures, advertising literature, instructional materials, and other marketing materials from Enable-IT at cost. Distributor may purchase, at a discount to be mutually agreed upon by the parties in writing, a reasonable quantity of Enable-IT Products for customer demonstrations purposes. Such Enable-IT Products shall be used solely for demonstration and testing purposes and shall in no event be sold, licensed or otherwise conveyed to End-Customers without the prior written consent of Enable-IT. Distributor shall be responsible for all shipping costs related to such marketing materials and demonstration equipment.

4.3. Distributor Requirements. Distributor shall comply with the requirements as set forth in Exhibit B.

5. LIMITED WARRANTY

5.1. Enable-IT Products. Enable-IT warrants that each Enable-IT Product will be free from Material Defects for a period of twelve (12) months from the date of shipment to Distributor. Enable-IT will perform warranty service at Enable-IT's designated facility and at no cost to Distributor, provided Distributor returns the Enable-IT Product in accordance with Enable-IT's shipping instructions. Distributor shall pay the shipping costs associated with the return of the Enable-IT Product to Enable-IT. Enable-IT's sole responsibility under this warranty shall be, at Enable-IT's option, to either repair or replace the Enable-IT Product. Enable-IT shall pay the shipping costs associated with the return of the repaired or replaced Enable-IT Product to Distributor. Prior to the return to Enable-IT of any Enable-IT Product for any reason whatsoever, Distributor must request a return material authorization ("RMA") number from Enable-IT. If requested by Enable-IT, Distributor shall provide Enable-IT with reasonable documentation as to the reason for the return. All defective Enable-IT Products, or defective components thereof, returned under this warranty shall become Enable-IT's property. If Enable-IT determines that the original Enable-IT Product did not contain a Material Defect, Distributor shall pay Enable-IT all costs of handling, shipping and repairs at Enable-IT's then-current, standard rates. See attached Enable-IT Warranty and RMA Return policies.

5.2. Limitations. The foregoing warranties apply only to Distributor. Enable-IT shall provide warranty service only for the most current version of the Enable-IT Products. Enable-IT shall have no obligation to provide warranty services if the Material Defect in the Enable-IT Product is caused by a malfunction of non-Enable-IT hardware or software, by modification of the Enable-IT Product not made by Enable-IT, by operator error, or by use of the Enable-IT Product that is not in accordance with the Specifications, Documentation, or this Agreement.

5.3. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, Enable-IT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES ON Enable-IT PRODUCTS FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. TERM AND TERMINATION

6.1. Term. This Agreement shall continue in force for an initial term of one (1) year from the Effective Date ("Initial Term") unless terminated earlier under the provisions of this Article 6. Upon the expiration of this Initial Term, this Agreement shall be automatically renewed for consecutive additional one (1) year terms ("Renewal Terms") unless

either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the commencement of any Renewal Term or the Agreement has previously been terminated under this Article 6.

6.2. Termination for Convenience. Following the Initial Term, this Agreement may be terminated by either Party for any reason by giving at least ninety (90) days prior written notice of termination to the other Party.

6.3. Termination for Cause. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party; provided, however, that this Agreement shall not terminate if the other Party has cured the breach prior to the expiration of such thirty (30) day period, or if such breach cannot be cured within such thirty (30) day period, the other Party has taken steps within such thirty (30) day period to cure the breach and thereafter cured such breach as soon as practicable.

6.4. Termination for Insolvency. This Agreement shall terminate, without notice, (i) upon the institution by or against either Party of insolvency, receivership or bankruptcy proceedings which, in the case of involuntary proceedings, are not dismissed within sixty (60) days of filing, (ii) upon either Party's making an assignment for the benefit of creditors, or (iii) upon either Party's dissolution or ceasing to do business.

6.5. Return of Materials. Upon termination of this Agreement for any reason, each Party shall return to the other Party all Confidential Information provided by the other Party, and Distributor shall return to Enable-IT all Documentation, marketing and other tangible materials regarding the Enable-IT Products.

6.6. Effect of Termination. Termination of this Agreement shall not, however, relieve either Party of obligations incurred prior to such termination.

6.7. Survival. The provisions of Sections 2.5, 3.6, 6.5, 6.6, 6.7 and 7.3 and Articles 5, 8, 9, 10 and 11 shall survive the termination of this Agreement for any reason.

7. INTELLECTUAL PROPERTY

7.1. Sub-Licensing Rights. Enable-IT hereby grants to Distributor a limited, non-exclusive and non-transferable right to sublicense the software included in or with the Enable-IT Products to End-Customers located in the Territory solely for use in or with the Enable-IT Products purchased by such End-Customers. No right or license is granted by this Agreement to Distributor to use, copy, sub-license or otherwise transfer such software apart from the Enable-IT Products or to make any modifications to such software or create any derivative works relating to such software. Distributor shall not copy such software, in whole or in part, without the prior written consent of Enable-IT. Distributor shall not, without the prior written consent of Enable-IT, in any manner distribute, deliver, transmit, transfer, place, post or load such software on or via the Internet. Distributor shall not attempt to decompile, disassemble, reverse engineer, or use any other process to gain access to the source code of any such software. Distributor is authorized to sub-license such software to End-Customers only under the terms and conditions of any software licenses or proprietary notices that accompany, or are otherwise associated with, the software, including, without limitation, all written, shrink-wrap, click-thru, card insert, or other licenses and notices. Distributor shall require each End-Customer to receive and accept such terms and conditions as a condition precedent to the purchase of the Enable-IT Products by the End-Customer. Distributor agrees that it will accept the return of any Enable-IT Products from End-Customers who do not wish to be bound by such terms and restrictions, and Distributor will return all monies paid by such End-Customers for such returned Enable-IT Products.

7.2. Marks. Enable-IT hereby grants to Distributor a limited, worldwide, non-exclusive, non-transferable right and license to use the Marks, and the goodwill associated with such Marks, solely in connection with the marketing, promotion, advertisement and sale of the Enable-IT Products. Distributor shall use the Marks in the form and manner and with appropriate legends as prescribed by Enable-IT from time to time. Distributor shall not use the Marks as a component of any brand name or as a brand name for any other products. All right, title and interest in and to the Marks, including all goodwill associated with the Marks, shall remain vested in Enable-IT. All use of the Marks by Distributor shall inure to the benefit of, and be on behalf of, Enable-IT. Distributor warrants that it will not act in a manner inconsistent with such ownership and will not challenge the validity of the Marks. The nature and quality of all uses of the Marks shall conform to the standards set by Enable-IT. Distributor agrees to reasonably assist Enable-IT in maintaining and protecting the Marks in connection with the marketing, promotion, advertisement and sale of the Enable-IT Products.

7.3. Intellectual Property Rights. Except as otherwise expressly provided in this Agreement, Distributor has no other Intellectual Property Rights in or to the Enable-IT Products, Documentation, Specifications, Marks and Confidential

Information. Except for rights expressly provided in this Agreement, Distributor hereby assigns to Enable-IT all other Intellectual Property Rights it may now or hereafter possess in the Enable-IT Products, Documentation, Specifications, Marks and Confidential Information, and all derivative works and improvements thereof, and agrees to execute all documents and take all actions that may be necessary to confirm such rights. Distributor also agrees to retain all proprietary marks, legends and patent and copyright notices that appear on Enable-IT Products, Documentation, Specifications, Marks and Confidential Information delivered to Distributor by Enable-IT and all whole or partial copies thereof.

8. CONFIDENTIALITY

Each Party agrees (i) to observe complete confidentiality with respect to, and not to disclose or permit any third party or entity access to, the Confidential Information (or any portion thereof) of the other Party without the prior written permission of such Party (except such disclosure or access which is required to perform any obligations under this Agreement); (ii) not to utilize, except as specifically provided in this Agreement, the Confidential Information (or any portion thereof) of the other Party; and (iii) to insure that any employees who receive access to the Confidential Information are advised of the confidential and proprietary nature thereof and are prohibited from copying, utilizing or otherwise revealing the Confidential Information, except as required to perform any obligations under this Agreement. Without limiting the foregoing, each Party agrees to employ with regard to the Confidential Information procedures no less restrictive than the strictest procedures used by it to protect its own confidential and proprietary information and in no event less than reasonable procedures.

9. INDEMNIFICATION

9.1. Indemnification. Enable-IT will indemnify Distributor from any costs, damages and fees (including reasonable attorneys' fees) finally awarded against Distributor in such action which are attributable to such claim. Distributor agrees to notify Enable-IT promptly in writing of any claim, to permit Enable-IT to have sole control of the defense, compromise or settlement of the claim and to provide all available information and assistance regarding such claim. Enable-IT shall not be liable for any costs or fees incurred by Distributor on such action or claim unless authorized in writing by Enable-IT.

9.2. Remedies. Should any Enable-IT Product become, or in Enable-IT's opinion be likely to become, the subject of a claim for infringement of a third-party Intellectual Property Right arising under the state or Federal laws of the United States of America, Enable-IT may (i) procure for Distributor, at no cost to Distributor, the right for Distributor to resell the Enable-IT Product and/or the right for End-Customers to continue to use the Enable-IT Product, (ii) replace or modify the Enable-IT Product, at no cost to Distributor, to make such Enable-IT Product non-infringing, provided that the replacement or modified Enable-IT Product provides substantially similar functionality and performance, or (iii) if neither (i) or (ii) are, in the sole discretion of Enable-IT, commercially practicable, terminate Distributor's right to resell such Enable-IT Product under this Agreement and/or the End-Customer's right to use such Enable-IT Product, and grant Distributor a credit against the Purchase Price of such previously purchased Enable-IT Product as depreciated on a straight-line five (5) year basis from the date of shipment of the Enable-IT Product to Distributor.

9.3. Limitation of Liability. Enable-IT shall have no liability for any claim based upon: (i) the combination, operation or use of any Enable-IT Product with equipment, devices or software not supplied or specified by Enable-IT, (ii) the alteration or modification of any Enable-IT Product that was not made by Enable-IT, (iii) the failure by Distributor or its End-Customers to use the most current version of the Enable-IT Product, or (iv) the use of the Enable-IT Product other than in accordance with the Specifications, Documentation or this Agreement. This Article 9 states the entire liability of Enable-IT with respect to infringement of any Intellectual Property Rights by the Enable-IT Products, and Enable-IT shall have no additional liability with respect to any alleged or proven infringement. The obligations of Enable-IT under this Article 9 extend solely to Distributor and not to any End-Customer or other third party.

10. LIMITATION OF LIABILITY

Enable-IT'S LIABILITY ARISING OUT OF THIS AGREEMENT OR SALE OF THE Enable-IT PRODUCTS SHALL BE LIMITED TO THE AGGREGATE AMOUNT PAID BY DISTRIBUTOR FOR THE Enable-IT PRODUCTS. IN NO EVENT SHALL Enable-IT BE LIABLE TO DISTRIBUTOR OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), INCIDENTAL OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT Enable-IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. GENERAL PROVISIONS

11.1. Compliance with Laws. Each Party shall comply with the provisions of all Federal, state and local laws and regulations in its performance of this Agreement, including, without limitation, all applicable import/export laws and regulations.

11.2. Governing Law. This Agreement shall be governed by and construed under the laws of California or Nevada, without reference to its conflicts of law principles. If any provision or portion of this Agreement shall be deemed unenforceable or invalid for any reason, the Agreement shall be deemed amended to exclude any such provision or portion, and the remainder of this Agreement shall remain in full force and effect. Venue: if any claim is brought to enforce the term of this agreement, the parties agree that any such claim shall be brought in any state or federal court located in Orange County, California.

11.3. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the Party to be charged.

11.4. Notices. All notices and other communications hereunder shall be in writing and shall be deemed effective when delivered by hand or by facsimile transmission, when telexed or upon receipt when mailed by certified mail (return receipt requested), postage prepaid, or by bonded overnight courier, to the Parties at the addresses first listed above (or at such other address for a Party as shall be specified by written notice).

11.5. Force Majeure. Nonperformance of either Party shall be excused to the extent the performance is rendered impossible by strike, fire, flood, terrorist attack, governmental acts or orders or restrictions, failure of suppliers or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the nonperforming Party.

11.6. Non-Assignability and Binding Effect. Neither Party shall assign this Agreement to any third party, in whole or in part, without the prior written consent of the other Party; provided, however, Enable-IT may assign this Agreement to a successor in interest to all or substantially all of the business or assets of Enable-IT or to a parent, wholly-owned subsidiary or any company under common control therewith without notice to, or consent of, Distributor. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

11.7. Legal Expenses. The prevailing Party in any legal action brought by one Party arising out of this Agreement shall be entitled to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

11.8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

11.9. Press Releases. Press releases and other like publicity that mentions the other Party by name shall be agreed upon by both Parties in writing prior to any release.

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the Effective Date.

Enable-IT, Inc.
By: _____
(Enable-IT Signature)
Name: _____
Title: Distributor Channel Manager
Date: _____

DISTRIBUTOR: _____
(Company Name)
By: _____
(Distributor Officer Signature)
Name: _____
(Distributor Officer Printed Name)
Title: _____
Date: _____

Exhibit A
Distributor Agreement Exhibit A
Discount Schedule
Effective January 1, 2008

Discount Schedule:

Distributor's discount level shall be based on the aggregate net purchases made by Distributor during the most recent rolling 12-month period as determined by Enable-IT. Any increase or decrease in discount level shall be effective upon change of such discount level in Enable-IT's systems and shall not apply retroactively to any Purchase Orders accepted by Enable-IT prior to the effective date.

Initial first order minimum purchase of \$1,000 USD is required to establish distribution status and initiate the process.

Gold Status: \$5,000.00 in one year: 20%

Platinum Status: +\$5,000.00 in one year: 25%

Exhibit B
DISTRIBUTOR REQUIREMENTS

Distributor shall comply with the following requirements:

All Enable-IT, Inc. Products purchased hereunder shall be for resale to Distributor's End-Customers.

Distributor shall provide Enable-IT, Inc. a valid vendor's license from the state(s) in which it operates.

Distributor shall provide Enable-IT, Inc. a completed Tax Exemption Certificate from the state(s) in which it operates stating that the purpose of exemption is that the product purchased is for resale to Distributor's End-Customers.

Distributor shall promote the use of Enable-IT, Inc. products within its IT solutions.

Distributor shall maintain a business model of providing turnkey IT solutions, including, without limitation, value-added engineering, implementation services and maintenance of installed systems.