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payable to Cygilant under this Agreement, but exclusive of taxes based on Cygilant income, and will reimburse Cygilant for any such sum that Cygilant is required to collect or pay with respect to transactions under this Agreement. For any orders issued by Customer Reseller, payment terms shall be as agreed between Customer and Reseller. CYGILANT shall have the right to cancel any order placed or to refuse or delay delivery or suspend any Services or terminate performance for failure of RESELLER to make any payments due CYGILANT under the terms of this Agreement or any reseller agreement. Payment terms with respect to Services ordered from an authorized Cygilant Reseller shall be by and between Reseller and the End User.

10. THIRD PARTY SOFTWARE. Cygilant will redistribute certain Third Party Software to Customer for Customer's use with the Services. As a condition of its use of the Third Party Software, Customer agrees to familiarize itself with, and to comply with and be responsible for observing, the conditions and







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