



**REMOTE TECHNOLOGIES INCORPORATED
DEALER AGREEMENT**

Remote Technologies Incorporated of 5775 12th Avenue East, Suite 180, Shakopee, MN 55379 (“RTI”), and

Dealer: _____

dba (if applicable): _____

Contact Name and Title: _____

Address: _____

City, State: _____

Phone #: _____ FAX #: _____ Email: _____

Primary Type of Business: Retail Residential Systems Integrator Security Commercial

Years in Business: _____ Number of Employees: _____

Primary Market Area: _____

(“Dealer”) are interested in establishing a relationship with one another to allow Dealer to market, promote, sell and install RTI Products; and

both RTI and Dealer are interested in marketing, promoting and selling RTI Products for customized automation applications of an end user.

Now, therefore, effective on the date listed below and in consideration of the mutual promises outlined herein, the parties agree as follows:

1 Definitions:

- 1.1 **Bona Fide End User:** A bona fide end user shall be an individual, business, organization or entity which utilizes the RTI products for their intended purpose, and specifically excludes any organization that is in the business of reselling, liquidating, distributing or otherwise commercially disposing products.
- 1.2 **RTI Products:** RTI Products shall mean those products developed and sold by RTI, as set forth on RTI’s product listing and RTI’s price sheets.
- 2 **Sale of RTI Product by RTI:** RTI, acting alone or through an authorized distributor, agrees to sell RTI Products to Dealer, subject to the terms and conditions of individual purchase orders covering each purchase.
- 3 **Authorization to Sell and Install:** Dealer is authorized to hold themselves out as an authorized dealer, but is not required to do so. Dealer is further authorized and agrees to promote, market, sell and install RTI products only to Bona Fide End Users for customized automation applications. Dealer agrees and understands that they are a non- exclusive dealer and no exclusive rights are provided to either party under this agreement.

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- 4 **Advertised Pricing Standards:** Dealer understands that RTI has developed certain minimum advertised pricing standards related RTI Products. To further clarify and administer these standards, RTI has established a Minimum Advertised Pricing Policy which is attached hereto as Attachment A. RTI and Dealer further acknowledge and agree that this policy applies to the communication of sales prices in the context of certain advertising, marketing and sales activities, while Dealer remains free to set actual sale prices. Dealer further understands and acknowledges that these are unilateral policies of RTI, and that a decision not to follow one or more of these policies may, in the exercise of RTI's discretion, result in RTI's revocation, in whole or in part, of Dealer's authorization to sell RTI Products as set forth above.
- 5 **Internet Sales:** Dealer agrees and understands that the direct solicitation of business for RTI Products using RTI marks on commercial computer on-line services, the Internet (including the World Wide Web) and all other present and future forms of computer-based communications and media is specifically prohibited.
- 6 **Mail Order and Telephone Order Sales:** Dealer acknowledges that due to the sophisticated nature of RTI Products, it is desirable that they be presented to consumers in an environment in which they can be displayed and demonstrated and under circumstances in which their specifications, features and technical advantages can be explained fully by knowledgeable sales personnel. Accordingly, Dealer shall refrain from any mail order or telephone order sales of RTI Products, and shall sell such Products only to consumers who visit Dealer's authorized RTI outlet(s), are visited by Dealer at the site of Product installation, or with whom Dealer has a previously established relationship.
- 7 **Integration Designer[®] Software:** RTI has developed and provides, via download, its Integration Designer[®] software for use in configuring RTI Products for custom design applications. In addition to the authorizations set forth above, Dealer is provided access to at least one copy of the Integration Designer[®] software, as needed for the sole use of Dealer in the programming and configuration of RTI Products when installed for Bona Fide End Users. For each computer of Dealer that requires such software, RTI grants to Dealer a single license under the terms and conditions set forth in the Integration Designer[®] Software License Agreement, attached as Attachment B, and incorporated herein. Dealer specifically agrees that the Integration Designer[®] software is intended to be used by trained installers, employees, officials or other representatives of Dealer and shall not be sold, transferred or otherwise provided to any third party.
- 8 **Trademarks:** Dealer agrees to sell RTI Products under the names, brands and trademarks by which they are labeled or designated by RTI. Dealer shall not alter, obliterate, deface, remove or otherwise modify any trademark, trade name, part number or serial number carried on any RTI product or the packaging within which it is carried.
- 9 **End of Dealer Business and Excess Inventory:** In the event Dealer ceases to continue its business in the audio/visual automation industry, or ceases to make its best efforts to sell RTI products, or terminates its business operations through shutdown, business closing, bankruptcy or other event, Dealer agrees to offer all remaining or excess inventory of RTI Product to RTI for purchase, at RTI's sole discretion, and upon reasonable terms and conditions to be agreed upon by the parties. Dealer agrees that the proposed selling price shall not be greater than the price originally paid by Dealer when the excess inventory was originally purchased.
- 10 **Term:** This agreement shall terminate 3 years from the date listed below, provided however that the agreement may be renewed for consecutive 1 year periods based upon a written renewal signed by both parties.

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- 11 **Termination:** This agreement may be terminated by either party upon 60 days written notice. Upon termination under this provision, Dealer agrees to offer all remaining or excess inventory of RTI Product to RTI for purchase on reasonable terms and conditions to be agreed upon by the parties. Dealer agrees that the proposed selling price shall not be greater than the price originally paid by Dealer when the excess inventory was originally purchased.
- 12 **Transfer or Assignment:** Neither this Agreement, nor any rights provided in this Agreement may be assigned, transferred, leased, rented, or sold.
- 13 **Governing Law:** This agreement shall be construed and enforced in accordance with the laws of the state of Minnesota. Any disputes that arise out of this Agreement or any use of the Software shall be heard in the State Court of Minnesota seated in Scott County, or Federal Courts seated in Minneapolis, MN.

This agreement is effective as of _____, 20____ and supersedes all previously executed agreements.

DEALER

Remote Technologies Incorporated

Dealer's Full Legal Name

Representative or Distributor

D/B/A If Different from Legal Name

Authorized Employee Name

By: _____
Signature

Name - Print or Type

Title: _____
Corporate Officer (indicate office), Partner, Proprietor

RTI MINIMUM ADVERTISED PRICE (MAP) POLICY

Remote Technologies Incorporated (“RTI”) is implementing a Minimum Advertised Price (“MAP”) Policy. This Policy is outlined below in the following Policy Statement, and may be modified or amended from time to time in the sole discretion of RTI.

Statement of Policy

Any “advertisement” of any “RTI New Product” at a “price below MAP” will result in RTI ceasing to do business with the Dealer for the product, the category, or the group in question, or ceasing to do business with respect to all RTI products. Such action will be at the sole discretion of RTI. The effect of such action will be that any existing orders for the affected products will not be filled, and future orders for the affected products will not be accepted. As a consequence, Dealer will lose its authorized dealer status with respect to the product, category, group or entirely, as the case may be.

Definition of “Advertisement”

The following definition of “advertisement” will be used by RTI in implementing the MAP Policy:

“Advertisement” means any communication to prospective customers that identifies one or more RTI products, which can be viewed or heard by the prospective customer without the customer entering the dealer’s place of business. “Advertisement” also includes, without limitation, all forms of print and electronic media, direct mail, and audio and video communications. A face-to-face or live, direct telephonic communication between the dealer and the prospective customer in response to a specific inquiry from the specific prospective customer is not an “advertisement” within the scope of the MAP Policy. Further, any form of communication from the dealer to the prospective customer that has been preceded by a face-to-face or live, direct telephonic communication between them is not an “advertisement” within the scope of the MAP Policy. Thus, all of the following communications are covered by the MAP Policy, unless there has been a prior face-to-face or live, direct telephonic communication between the prospective customer and the dealer: All website-based communications, whether in the form of posted prices, shopping cart prices, or any price that can be printed by the prospective customer; faxes of prices; emails of prices; auto-generated faxes or emails; instant messaging; and any other form of electronic communication.

Definition of “RTI New Product”

“RTI New Product” means any RTI product in an authorized dealer’s inventory that has been purchased directly from RTI or its distributor. This includes any products received directly from RTI or its distributor through product giveaways, special promotions, or employee accommodation purchases.

MAP Prices

“MAP” means the Minimum Advertised Price for a specific RTI product. RTI’s MAP prices are equal to the MSRP prices as shown in the current Price Guide, or any special promotional price specifically authorized in writing by RTI.

MAP does not apply to any advertised price where the Dealer clearly, conspicuously and proximately identifies the RTI Product to be sold as “Used.”

INTEGRATION DESIGNER[®] SOFTWARE LICENSE AGREEMENT

This software license agreement is made and effective as of the date accepted by clicking the “Yes” button prior to installation, between Remote Technologies Incorporated (“RTI”) and you, the Dealer or User (“User”).

RTI has developed the Integration Designer[®] software (the “Software”) for use in configuring RTI products and systems for custom designed applications.

User is an authorized RTI Dealer in good standing who desires to use at least one copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, RTI and User agree as follows:

1. **License:** RTI hereby grants the User a non-exclusive, non-transferrable, limited license to use one copy of the Software for each computer owned or under control of the User. The Software is considered “in use” on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer
2. **Restrictions.** User shall not modify, copy, duplicate, reproduce, license or sublicense, reverse engineer, decompile or disassemble the Software without express written approval from RTI, provided, however, that User may make one copy of the Software solely for backup or archival purposes, using any storage format desirable. Further, User shall not sell, transfer, distribute, or otherwise provide Software to others and shall not provide necessary passwords, links, resources, or other mechanisms which allow others to access the Software.
3. **Fee.** There is no fee charged to User for the license granted above, so long as User remains as an authorized dealer in good standing.
4. **Representations of User.** User represents that it is a dealer of RTI with all necessary rights, authorizations, business licenses and registrations to use and sell RTI products, and remains in good standing with RTI. Further, User represents that they have gained possession of the Software through legitimate means, whether by password protected download or authorized delivery of media containing the Software.
5. **Software Upgrades.** From time to time, RTI may provide upgrades to the Software which help increase speed, efficiency, or ease of use of software, or which add new features or functionality to the Software. Any upgrades are considered to be part of the Software, as defined and used within this agreement. It is User’s responsibility to download or otherwise obtain these upgrades as no notice related to the availability of upgrades will be provided by RTI.
6. **Samples:** The Software may be provided with certain sample objects, including graphics, templates, commands, and similar items (“samples”) intended to demonstrate use of the Software or provide a base starting point for use of the Software. If samples are provided, they are considered part of the Software for purposes of this Software License Agreement. Further, RTI additionally grants a limited nonexclusive royalty free license to use and create

RTI Dealer Agreement: Attachment B

derivative works from the samples, provided that user: (i) do so only in conjunction of your use of the Software; (ii) maintain any copyright notices that may be incorporated within the samples; and (iii) uses samples only with products manufactured by, for, or under license from RTI.

7. **Limited Warranty.** RTI guarantees that: (i) if the Software is provided on disks such disks shall be free from defects and workmanship for a period of ninety (90) days from the date of distribution, and (ii) when the Software is provided via download, RTI's systems shall provide reasonable availability for download per RTI specifications and technical requirements.
8. **Warranty Disclaimer.** SOFTWARE IS PROVIDED AS IS, WITH RTI'S LIMITED WARRANTIES SET FORTH IN THIS AGREEMENT WHICH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Limitation on Liability.** In no event shall RTI, or its suppliers, be liable for any damages (including but not limited to damages for loss of profits, business interruption, or loss of information) arising out of the use of or inability to use the Software. This limitation shall include any amount of incidental, consequential, or other indirect damages whether based on loss of revenue or otherwise, regardless of whether RTI was advised of the possibility of such loss in advance.
10. **Transfer or Assignment.** Neither this Agreement, nor any rights provided in this Agreement may be assigned, transferred, leased, rented, or sold.
11. **Governing Law.** This agreement shall be construed and enforced in accordance with the laws of the state of Minnesota. Any disputes that arise out of this Agreement or any use of the Software shall be heard in the State Court of Minnesota seated in Scott County, or Federal Courts seated in Minneapolis, MN.