



## **RESELLER Agreement**

This Agreement is made by and between **Architron Systems, Inc dba WiFi Plus ("WiFi-Plus")**, a Delaware corporation, with its principal place of business at 1680 Industrial Parkway South 101, Brunswick, Ohio 44212 and \_\_\_\_\_  
("RESELLER"), a \_\_\_\_\_ corporation, with its principal place of business at \_\_\_\_\_

WiFi- Plus and RESELLER agree as follows:

### **SECTION 1. DEFINITIONS.**

- 1.1 "End User" means a person or entity who acquires the antenna for its own internal use and not for resale.
- 1.2 "RESELLER" means WiFi Plus' established resellers licensed to sell the antenna and radio products through their web sites or proposals made to customers, to translate WiFi Plus sales and technical materials, and to act on behalf of WiFi Plus to demonstrate and promote the product.
- 1.3 "Product" means any of the items manufactured by WiFi Plus and without limitation its collateral or supporting documentation named in Exhibit A however localized and in whatever language.
- 1.4 "Support and Maintenance" means technical support for the products manufactured by WiFi Plus, and Updates and Upgrades provided to End Users.

### **SECTION 2. GRANT.**

2.1 Re-selling. Subject to the terms and conditions of this Agreement, RESELLER is granted the non-exclusive right to purchase from WiFi Plus and resell to end users located in the Territory (defined below), the products described in Exhibit A (the "Products"). Reseller shall use reasonable commercial efforts to promote the sale of the Products. Territory means World Wide except for the Territory of China and \_\_\_\_\_. Reseller may not sell to any end user outside of the Territory or to any other reseller or distributor.

2.2 Limitations on Use. Paragraph 2.1 sets forth the entirety of RESELLER's rights to use, market, and distribute the Products. WiFi Plus reserves any rights not expressly granted to RESELLER in this Agreement. Without limiting the foregoing, RESELLER will not copy or repackage the Products and will not, directly or through others (a) disassemble, reverse engineer or decompile the Product or otherwise attempt to discover any portion of the trade secrets related to the Product; (b) copy, modify or reproduce a Product or accompanying documentation in any way; (c) remove, obscure or alter the proprietary notices, any accompanying documentation for the Product; (d) private label any Product or any portion thereof or include any other party's marks or legends on a Product or any portion thereof. Any documentation accompanying a product shall also be deemed part of the Product and delivered to each end user as a complete Product; or (e) sell, lend, rent, give, assign or otherwise transfer or dispose of the Product except in accordance with this Section 2.

2.3 Independent Contractor. RESELLER is an independent contractor, not an employee, agent, or franchisee of WiFi Plus. This appointment shall not establish or, be interpreted as establishing a partnership, joint venture, franchise, sales representative, employment relationship or other agency relationship beyond those functions and responsibilities as set forth in this Agreement.

### **SECTION 3. DUTIES AND PERFORMANCE OF RESELLER.**

3.1 Marketing and Promotion. Throughout the term of this Agreement, RESELLER shall use reasonable efforts to endorse and promote WiFi Plus and its Products. RESELLER may display prominently the slogan "World Wide Provider of Advance Multi-Polarized Antenna Technology" and WiFi Plus logo on its web site and promotion literature provided that RESELLER comply with the obligations of Section 6 regarding trademark usage.

3.2 Sales. Throughout the term of this Agreement, RESELLER is entitled to re-sell the WiFi Plus products directly from WiFi Plus, the [www.wifi-plus.com](http://www.wifi-plus.com) site or any other secure commerce site that WiFi Plus specifies for use in selling. Furthermore, RESELLER will abide by the Product Sales Terms and Conditions herein attached as Exhibit B. RESELLER may also make purchases from WiFi Plus on behalf of End User, and distribute the information to such End Users. RESELLER may also submit quotations for Products, provided that the prices charged are no lower than the prices listed on the WiFi Plus web site or the Manufacturer Suggested Retail Price (MSRP), and are in accordance with agreed upon practices between WiFi Plus and RESELLER.

3.3 First Line Support. RESELLER will take any incoming calls for Support in the RESELLER territory, providing answers to technical questions and ensuring End Users are able to deploy the product successfully. Any defects reported or other issues that cannot be reasonably resolved by the RESELLER are passed to WiFi Plus, or other mechanism established with WiFi Plus.

3.4 Testing. RESELLER is obligated to report any defects immediately to WiFi Plus. RESELLER is further obligated to test the Products before returning them to WiFi Plus.

3.5 Translation Services. If the RESELLER is selling into a territory where a language other than English is the primary language spoken, WiFi Plus may engage the RESELLER to create non-English versions of the Product documentation under the terms of a Translation Services Agreement. WiFi Plus maintains all world-wide intellectual property rights including without limitation all rights of copyright as defined under United States law and moral rights however defined to such translated versions of the Product documentation and associated

sales collateral and technical information. In the event RESELLER ceases to promote and sell the WiFi Plus Product or this Agreement is terminated under Section 7 hereunder, all rights granted to RESELLER shall revert back to WiFi Plus which shall include without limitation, all intellectual property rights.

#### SECTION 4. RESELLER PRICING.

4.1 Reseller Price. RESELLER's price per Product for an order is set forth in Exhibit A. All pricing and fees stated above are exclusive of taxes and other fees. RESELLER shall pay any federal, state, local and foreign taxes, fees or duties imposed on the sale, export, use or possession of the Products, including penalties and interest. RESELLER will promptly pay to WiFi Plus an amount equal to any such items actually paid or required to be collected and paid by WiFi Plus. WiFi Plus may, in its discretion, change the purchase price or manufactured suggested retail price upon notice to RESELLER and Exhibit A shall be deemed amended accordingly.

4.2 Currency. All monetary amounts in this Agreement are specified and payable in the currency of the United States of America.

4.3 Taxes. Except as expressly provided hereunder, RESELLER shall not be entitled to any additional compensation or expense reimbursement for its effort. Each party agrees to be responsible for its own taxes, including but not limited to sales, excise, income or other taxes or tariffs of any nation, state, agency or instrumentality thereof.

#### SECTION 5. CONFIDENTIALITY.

5.1 Nondisclosure Obligation of Confidential Information. Each party shall:

(a) Keep confidential all information of a confidential nature (written or oral) concerning this Agreement, the other party's business and affairs and the Product or information that it shall have obtained or received as a result of the decisions leading up to or the entering into or the performance of its obligations under this Agreement;

(b) Not disclose such information in whole or in part to any other person except those employees or consultants involved in the implementation of this Agreement who have a need to know and are obligated to maintain the confidentiality of such information unless the disclosing party obtains written consent from WiFi Plus prior to such disclosure;

(c) Use such information solely in connection with the implementation of this Agreement and use of the Product and not otherwise for its own benefit or the benefit of any third party.

5.2 Definition. "Confidential Information" includes information of any kind whatsoever that WiFi Plus reasonably regards as confidential information, including without limitation any information in whatever form that is to be provided by WiFi Plus to RESELLER, including trade secrets, technical, business, marketing, and financial information however embodied. Confidential Information shall not include information that WiFi Plus can conclusively establish through dated, written documentation (i) was known to RESELLER prior to exposure to the Confidential Information; or (ii) subsequently becomes part of the public domain through no disclosure or fault of RESELLER.

#### SECTION 6. INTELLECTUAL PROPERTY RIGHTS.

6.1 Ownership. Notwithstanding anything to the contrary in this Agreement, WiFi Plus and its applicable licensors, if any, own and retain all title and ownership of all intellectual property rights in the Product including all copies of software and associated documentation materials. WiFi Plus does not transfer any portion of such title and ownership, or any of the associated goodwill to RESELLER, and this Agreement should not be construed as granting RESELLER any right or license, whether by implication, estoppel or otherwise.

6.2 Trademark Usage. WiFi Plus grants to RESELLER a non-exclusive, royalty-free right to use the trade names and trademarks used by WiFi Plus with its particular Products in connection with the licensing, advertisement and promotion of such Product in accordance with WiFi Plus' trademark usage guidelines then in effect. RESELLER shall not remove, obscure, or alter from any Product any notice of patent, copyright, trade secret, trademark, or other proprietary right. Upon non-renewal or termination of this Agreement, RESELLER shall cease all display, advertising and use of any and all WiFi Plus trade names and trademarks. RESELLER shall not contest WiFi Plus' trademarks or trade names, or make application for registering any WiFi Plus trademarks or trade names without WiFi Plus' prior written consent.

6.3 Protection. RESELLER shall take all reasonable steps to protect the Product from unauthorized copying or use by its employees, agents, representatives. RESELLER shall promptly notify WiFi Plus of any unauthorized use of any Product which comes to its attention.

#### SECTION 7. TERM AND TERMINATION.

7.1 Term. Unless otherwise provided, the term of this Agreement will be for a period of one (1) year, commencing on the date stated above. Unless either party provides written notice stating otherwise, the term of this Agreement shall be renewed for successive one-year terms. At any time, either party may terminate this Agreement upon providing the other party thirty (30) days written notice.

7.2 Effect of Termination. Upon the expiration or termination of the Term, RESELLER will immediately cease to market and distribute the Product and cease use of all trademarks of WiFi Plus. RESELLER will, within twenty (20) days following the expiration or termination of the Term, (a) certify the destruction of all not for resale Product provided to RESELLER; (b) provide copies of any sales or other records requested by WiFi Plus. Upon the expiration or termination of the Term, the re-selling granted under Section 2 will terminate.

7.3 Survival. The parties' rights and obligations under Sections 7, 6.1, and all other provisions of this Agreement which may be reasonably interpreted or construed as surviving the termination of this Agreement, shall survive termination of this Agreement.

#### SECTION 8. GENERAL OBLIGATIONS OF RESELLER.

8.1 Compliance With Laws. RESELLER shall comply with all applicable laws, regulations, rules, orders and other requirements, now or

hereafter in effect, of any applicable governmental authority, in its performance of this Agreement and its distribution and use of the Product. Without limiting the foregoing, RESELLER will not export or re-export, directly or indirectly, the Product to any country to which export or re-export of such items is prohibited by the U.S. Export Administration Act, regulations of the U.S. Department of Commerce and other export controls of the U.S., as they may be amended without first obtaining an appropriate written authorization from the U.S. Office of Export Licensing or its successor.

8.2 Governmental Approvals. RESELLER will obtain, at its expense, all licenses, permits and other governmental approvals; will provide all notices; and will pay all duties, taxes and other charges required for the Product distributed by RESELLER; and the implementation of this Agreement.

8.3 Reporting Requirements. RESELLER will promptly provide to WiFi Plus customer, support information for all purchases made by RESELLER on behalf of End Users to ensure the proper entry of such data into WiFi Plus' customer database to ensure proper product activation and support for End Users.

## SECTION 9. RESELLER SUPPORT PROGRAMS.

### 9.1 RESELLER Technical Support, Updates and Evaluations.

(a) Technical Support. For the term of this Agreement, WiFi Plus agrees to provide technical support to the named RESELLER. WiFi Plus will use reasonable efforts to resolve all problems reported by RESELLER in a timely manner.

(b) Updates. WiFi Plus will make available to RESELLER any modification, enhancement, correction, or update that is published and made generally available by WiFi Plus during the Term of this Agreement (excluding any version that has been customized for use by any particular user) provided to RESELLER provided RESELLER is not in default under this Agreement.

(c) Evaluation Versions. WiFi Plus will provide demo products for End Users upon request by RESELLER. RESELLER will supply the required information to support data entry into the WiFi Plus customer database to ensure proper product activation and support.

## SECTION 10. MISCELLANEOUS.

10.1 Limitation of Liability. The Product manufactured by WiFi Plus is warranted to be free of defects in workmanship and material under normal use for a period of (1) one year from the date of sale. RESELLER shall extend no warranties or guarantees without the pre-approval of WiFi Plus, orally or in writing, in the name of WiFi Plus or which would bind WiFi Plus with respect to the performance, design, quality, merchantability, or fitness for a particular purpose of the Product. Neither WiFi Plus nor its affiliates, subsidiaries, suppliers, or parent corporations shall be liable to RESELLER or any third party for special, consequential, incidental, indirect, tort or cover damages, including, without limitation, damages resulting from the use or inability to use the Products, delay of delivery and implementation, or loss of profits, data, business or goodwill, whether or not such party has been advised or is aware of the possibility of such damages. WiFi Plus' liability for all claims of any kind arising out of or relating to this Agreement shall be limited solely to money damages and shall not exceed the amount of the initial order amount set forth on the order form for the product.

10.2 Causes Beyond Control. Either party shall not be liable for, and is excused from, any failure to perform or delay in the performance of its obligations under this Agreement due to causes beyond its control, including without limitation, interruptions of power or telecommunications, failure of its suppliers or subcontractors, acts of nature, governmental actions, fire, flood, natural disaster or labor dispute. No failure of either party to pursue any remedy resulting from a breach in this Agreement by the other party shall be construed as a waiver of that breach, nor as a waiver of any subsequent or other breach unless such waiver is signed and in writing. The prevailing party in any action to enforce this Agreement shall be entitled to its attorneys' fees and costs in an amount determined reasonable by a court of competent jurisdiction.

10.3 Enforceability. In the event any provision of this Agreement shall be invalid, illegal or enforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or unenforceability of any of the remaining provisions of this Agreement shall not be affected of impaired by such provision in any way.

10.4 Assignment. This Agreement shall not be assigned by RESELLER, in whole or in part, without the express written consent of WiFi Plus.

10.5 Applicable Laws. This Agreement shall be construed in accordance with the laws of the state of Ohio and shall be treated as an Ohio contract with venue in an Ohio court of competent jurisdiction.

10.6 Variations. This agreement supersedes all prior agreements, proposals, representations and communications between the parties relating to the subject matter herein. In the case of conflict between this Agreement and Product Sales Terms and Conditions, the terms of this agreement shall prevail.

10.7 Modifications. No modification of this Agreement shall be effective unless in writing and signed by both parties.

10.8 Remedies. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that WiFi Plus shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

10.9 Attorney Fees. If any proceeding is brought concerning anything about this Agreement, the prevailing party shall recover from the other all reasonable attorney fees and costs incurred in proceeding, in addition to any other relief to which it may be entitled.

10.10 Notices. All notices required under this Agreement shall be directed to the addresses indicated below, and such addresses shall be deemed to be the most recent address of the addressee and shall remain so until written notice of a change of address is provided to the other party by the party whose address has changed:

If to WiFi Plus:  
1680 Industrial Parkway South  
  
Brunswick, Ohio 44212

If to RESELLER:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, do hereby execute this instrument, with each signatory warranting its authority to enter into this agreement on behalf of the party it represents.

I hereby read and accept the above terms and conditions.

RESELLER: \_\_\_\_\_  
Company Name Tax ID/SSN(US Only)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By: (Print Name) Its: (Title) Date

\_\_\_\_\_  
Company Street Address City State Zip Code

\_\_\_\_\_  
Country Daytime Phone Fax

\_\_\_\_\_  
E-mail Accounting Contact Accounting Contact E-mail

**WiFi Plus**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By: (Print Name) Its: (Title) Date

**EXHIBIT A**

**(Insert List Prices and Discount Structure)**

## EXHIBIT B



### PRODUCT SALES TERMS AND CONDITIONS

1. **Order Subject to Acceptance.** All orders are subject to approval and acceptance in writing or by electronic record by WiFi Plus ("Seller").
2. **Entire Agreement.** Acceptance of orders, whether electronic, oral or written, is based on the express condition that Buyer agrees to all of the terms and conditions contained herein. Acceptance of delivery by Buyer will constitute Buyer's assent to these terms and conditions. These terms and conditions represent the complete agreement of the parties, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon Seller unless made in writing or in an electronic record and signed by an officer of Seller. No modification of any of these terms will be effected by Seller's shipment of goods following receipt of Buyer's purchase order, shipping request or similar forms containing terms and conditions conflicting or inconsistent with the terms herein.
3. **Prices.** All prices are net of transportation costs, which shall be borne by Buyer, unless otherwise specified in writing or in an electronic record signed by an officer of Seller, and are subject to adjustment, without notice, to Seller's prices in effect at the time of shipment. Any increase in transportation rates or any changes in routing resulting in an increase in transportation costs shall be paid and borne by Buyer.
4. **Payment.** All accounts shall be paid in US dollars (USD) net at Seller's offices in Brunswick, Ohio within thirty (30) days after the goods are invoiced if credit terms have been approved; otherwise, payment is due via wire transfer or credit card prior to order shipment. A service charge of the lesser of 1 ½ % per month or the maximum permissible rate will be added to all past due accounts.
5. **Force Majeure.** Seller shall not be liable for delays in shipment or default in delivery for any reason or any cause beyond Seller's reasonable control including, but not limited to, (a) government action, war, riots, civil commotion, terrorist acts, embargoes or martial laws, (b) Seller's inability to obtain necessary materials from its usual sources of supply, (c) shortage of labor, raw material, production or transportation facilities or other delays in transit, (d) labor difficulty involving employees of Seller or others, (e) fire, flood or other casualty, or (f) other contingencies of manufacture or shipment. In the event of any delay in Seller's performance due in whole or in part to any cause beyond Seller's reasonable control, Seller shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such goods.
6. **Taxes.** All taxes and excises of any nature whatsoever now or hereafter levied by governmental authority, whether federal, state or local, either directly or indirectly, upon the sale or transportation of any goods covered hereby shall be paid and borne by Buyer.
7. **Delivery Title/Risk of Loss.** Unless otherwise agreed in a writing or electronic record signed by an officer of Seller, all delivery dates are estimates and, in no case, shall the Seller be liable for any expense, loss or damage whatsoever suffered by Buyer as a result of Seller's failure to delivery the goods by the specified date. Delivery of goods to carrier shall be deemed delivery to Buyer, and thereupon title to such goods, and risk of loss or damage, shall be Buyer's. Any claim by Buyer against Seller for shortage or damage occurring prior to such delivery must be made in writing within thirty (30) days after receipt of shipment and accompanied by original transportation bill signed by carrier noting that carrier received goods from Seller in the condition claimed. Any claim by Buyer for damage occurring during shipment shall be made directly against the freight carrier, with a copy of such claim forwarded to Seller within thirty (30) days.
8. **Returned Shipment.** Any shipments returned to Seller as a result of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional costs incurred by Seller.

9. **Disclaimer of Warranties.** The goods manufactured by the Seller is warranted to be free of defects in workmanship and material under normal use for a period of (1) one year from the date of sale. The goods not manufactured by the Seller but still sold or supplied by Seller to Buyer shall have the warranty (if any) of the manufacturer or other supplier to Seller. Seller makes no warranty in respect of such goods or as to the existence or effect of any warranty of such manufacturer or supplier to Seller. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **Limitation of Remedies.** Seller shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the goods, or from any other cause with respect to the goods or this agreement, whether such claim is based upon breach of contract, breach of warranty, strict liability in tort, negligence or any other legal theory. Seller's liability hereunder in any case is expressly limited, at Seller's election, to repair or replacement (in the form originally shipped) of goods not complying with this agreement, or to the repayment of, or crediting Buyer with, an amount equal to the purchase price of such goods. Any claim by Buyer with reference to the goods sold hereunder for any cause shall be deemed waived by Buyer unless submitted to Seller in writing within thirty (30) days from the date Buyer discovered, or should have discovered, any claimed breach. Any action for claims arising under this agreement must be commenced within one year following delivery of the goods.

11. **Security.** Buyer hereby grants Seller a security interest in all goods described herein and all goods heretofore and hereafter sold to Buyer by Seller, and all proceeds thereof, until the purchase price and all other liabilities due Seller in respect of such goods have been paid in full. Buyer shall execute and deliver to Seller any instruments or documents Seller deems appropriate to perfect said security interest. Buyer authorizes, and ratifies and confirms, any filing heretofore or hereafter made by Seller of any financing statements which identify the Buyer as debtor, Seller as secured party, and any goods heretofore or hereafter supplied by Seller to Buyer and the proceeds thereof as collateral. Seller may file a copy of this Agreement at any time as a financing statement for the purpose of perfecting such security interest. Seller shall have all rights and remedies of a secured party, which rights shall be cumulative and not exclusive. Seller reserves the right to require payment for any shipment hereunder in advance, or satisfactory security in addition to that granted herein, if the financial performance or credit worthiness of Buyer is unsatisfactory to Seller. If Buyer fails to make payment in accordance with the terms of this agreement or otherwise fails to comply with any provision hereof, Seller may, at its option (and in addition to other remedies), cancel any unshipped portion of this order; in such event, Buyer will remain liable for all unpaid accounts.

12. **Method of Shipment.** Seller will use all reasonable efforts to comply with Buyer's requests as to method of shipment, but Seller reserves the right to use an alternate method of transportation or route of shipment if substantial delay might otherwise occur. In such cases Seller will notify Buyer of such changes as soon as reasonably possible.

13. **Return of Goods.** Goods cannot be returned, and orders once accepted cannot be canceled, without Seller's prior consent in writing or an electronic record signed by an officer of Seller and a return authorization number. All returns that are permitted by Seller must be accompanied by a copy of the original purchase invoice and a return merchandise authorization from Seller. All returns are subject to a 25% restocking fee and must be received by Seller with the original packing materials and cartons in like-new re-sellable condition. All returns subject to in-house credit only.

14. **Confidentiality.** Any proposals, prints, brochures, drawings, or other information furnished to Buyer by Seller are intended for confidential use by Buyer, shall remain the property of Seller, and shall not be disclosed or used to the detriment of Seller's competitive position.

15. **Exclusions.** All of Seller's drawings, descriptive matter, weights, dimensions, descriptions and illustrations contained in the Seller's catalogues, price lists or advertisements are approximate only and intended merely to give a general idea of the goods described therein and shall not form part of this agreement.

16. **Modified Goods.** Because Seller is continually changing and improving the products it carries, Seller may, at any time, withdraw any good from its current product offering, and Buyer further agrees to accept any substitution in fulfillment of Buyer's order.

17. **Waiver.** Waiver by Seller of any breach of these terms and conditions shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right which may be exercised at any subsequent time.

18. **Severability.** In the event that any one or more of these terms or conditions is held invalid, illegal or unenforceable, such provision or provisions shall be severed and the remaining terms and conditions shall remain binding and effective.

19. **Controlling Law/Legal Proceedings.** This agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the internal laws of the State of Ohio, as enacted in that jurisdiction, without giving effect to the principles of conflicts of law thereof. The jurisdiction and venue of any legal proceedings for the resolution of disputes arising under or in connection with this agreement shall be in the federal or state courts of Medina County, Ohio, U.S.A.

20. **Non-Assignment By Buyer.** This agreement shall be binding on the successors and assigns of the parties, but Buyer may not assign, transfer or delegate its rights or obligations under this Agreement without Seller's prior express written consent.

21. **Rights and Remedies Not Exclusive.** No right or remedy conferred upon or reserved to Seller by this agreement shall be exclusive of any other right or remedy herein or by contract or law provided, all rights or remedies conferred upon Seller by this agreement and by law shall be cumulative and in addition to any other right or remedy available to Seller.

22. **Collection Costs.** In the event of any default on the part of Buyer hereunder, Buyer shall pay any and all collection costs, including reasonable attorney's fees incurred by Seller.