

## RESELLER AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Inscape Data Corporation ("INSCAPE DATA"), with its principal place of business located at 1620 Oakland Road, Suite D101, San Jose, CA 95131, and \_\_\_\_\_ (the "Reseller"), with its principal place of business located at \_\_\_\_\_.

NOW, THEREFORE, in consideration of the promises hereinafter made by the parties hereto, it is agreed as follows:

1. The product (s) or product line (s) included in this agreement are but not limited to:  
AirEther™ Long Range Outdoor Wireless Systems, AirGoggle™ Network Video Surveillance Systems, and related accessories, (the "Equipment").
2. Distribution Right: INSCAPE DATA hereby appoints and grants Reseller the non-exclusive and non-assignable right to sell the Equipment of INSCAPE DATA to customers. The customers are end users who purchase the equipment from Reseller for the purpose of installation and use of the equipment. The Reseller shall have a reseller permit or business license issued by its State or its government where the Reseller's company is located or registered.
3. Reseller's Purchases: The Equipment described herein which I shall purchase from INSCAPE DATA's authorized distributor or INSCAPE DATA directly only WHEN INSCAPE DATA'S AUTHORIZED DISTRIBUTOR IS UNAVAILABLE, will be resold by me in the form of tangible personal property; provided, however, that in the event any of such products is used for any purpose of business, it is understood that the Reseller is required by Sales and Use Tax Law to report and pay tax measured by the purchase price of the Equipment.
4. Trademarks and Logo Use: INSCAPE DATA hereby grants to the Reseller a limited right-to-use license (the "License") for certain INSCAPE DATA trademarks and logos (the "Logos") for the duration of the Agreement as described herein, and under the following terms and conditions:
  - a. This License is granted for the benefit of INSCAPE DATA'S Resellers and others with a legitimate intent to advertise and sell INSCAPE DATA's Equipment;
  - b. INSCAPE DATA has full ownership right to the Logos and the Reseller does not acquire any rights, title or interest in or to the marks beyond that set forth herein;
  - c. If the Reseller uses the Logos in conjunction with logos representing awards or publications of companies granting such awards, it shall be the responsibility of the Reseller to give appropriate attribution to such companies, and to correctly identify such logos with their respective companies; and
  - d. The Reseller may not, under any circumstances, alter the appearance of the Logos, either by alteration, size, color or combination with any other logo. Breach of this section will be grounds for immediate termination of this License, and any other legal remedies INSCAPE DATA may deem appropriate.
5. INSCAPE DATA reserves the right to modify or terminate its Premier Reseller Partner Program at anytime without notice or liability.
6. Non-existent in this contracted agreement is there any implied or hidden impose liability or obligation on INSCAPE DATA for any expenditure made or incurred by the Reseller, or for any sale or

promotional activity undertaken by the Reseller, except pursuant to written and explicit request of representatives of INSCAPE DATA.

7. Terms: The term of this Agreement shall be for one (1) years from the date hereof, unless sooner terminated. Following such Initial Term, this Agreement shall be automatically renewed for successive one year, unless either party notifies the other in writing of an intention not to renew the Agreement within ninety (90) days of the end of the Initial Term.

Termination shall not relieve either party of obligations incurred prior thereto. This Agreement may be terminated under the following stipulations without exception under any circumstances:

- a. by the Reseller at anytime upon thirty (30) days written communiqué notice to INSCAPE DATA.
  - b. by INSCAPE DATA upon thirty (30) days written communiqué' notice to the Reseller for cause or in the event the Reseller breeches this contact (in any manner);
  - c. by INSCAPE DATA upon thirty (30) days written communiqué notice to the Reseller in the event the Reseller becomes involved in any arrangements with creditor, voluntary or involuntary bankruptcy proceedings under the Bankruptcy Laws of the United States;
8. Notice or Communication. Any notice or communication required or permitted hereunder (other than Administrative Notice) shall be in writing and shall be sent by registered mail, return receipt requested, postage prepaid and addressed to the addresses set forth below or to such changed address as any party entitled to notice shall have communicated in writing to the other party. Notices and communications to INSCAPE DATA shall be sent to:

Inscape Data Corporation  
1611 South Main Street  
Milpitas, CA 95035  
United States of America  
Main: (408)935-8500  
Fax: (408)935-8900

9. Relationship of Parties. The relationship between the parties established by this Agreement shall be solely that of vendor and vendee and all rights and powers not expressly granted to the Reseller are expressly reserved to INSCAPE DATA. The Reseller shall have no right, power or authority in any way to bind INSCAPE DATA to the fulfillment of any condition not herein contained, or to any contract or obligation, expressed or implied
10. Indemnity. The Reseller agrees to hold INSCAPE DATA free and harmless from any and all claims, damages, and expenses of every kind or nature whatsoever (a) arising from acts of the Reseller; (b) as a direct or indirect consequence of termination of this Agreement in accordance with its terms; or (c) arising from acts of third parties in relation to products sold to the Reseller under this Agreement, including, but not limited to execution of liens and security interests by third parties with respect to any such products.
11. Assignment. This Agreement constitutes a personal contract and Reseller shall not transfer or assign same or any part thereof without the advance written consent of INSCAPE DATA.
12. Applicable Law. This Agreement shall be governed by the laws of the State of California and is accepted by INSCAPE DATA at its Corporate Office address in 1611 South Main Street, Milpitas, CA 95035. All payments hereunder shall be made at INSCAPE DATA's Corporate Office address. INSCAPE DATA's rights granted hereby are cumulative and in addition to any rights it may have at law or equity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date and year indicated above.

**INSCAPE DATA CORPORATION**

By: \_\_\_\_\_

Name:

Title:

**COMPANY NAME OF RESELLER:** \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

(Authorized Officer)

INSCAPE DATA's Initial: \_\_\_\_\_

Reseller's Initial: \_\_\_\_\_