

## Relevant Security Corp. Partner Agreement

Relevant Security Partner Name: \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

This Agreement entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2011, is between Relevant Security Corporation, with offices at 990 S. Broadway Suite 400, Denver CO. 80209 (“RSC.”) and the RSC Partner named above (“RSP”) and establishes the terms and conditions for RSP’s participation in the RSC Partner Program (the “Program”). Under the Program, RSC, will provide marketing and promotional support to RSP related to RSP’s purchase and license of RSC products and services (“Products”) from the then-current RSC-identified Distributor (“Distributor”) (or from RSC directly if a Distributor is not capable of fulfilling the order) for resale in the countries set forth on Exhibit A attached hereto (the “Area of Marketing Responsibility”).

### 1. Added-Value, Minimum Purchase Targets, Area of Marketing Responsibility

1.1 Products purchased from Distributor for resale by RSP will be sold with added-value services such as network system analysis, design, integration or implementation and will be sold only in the name of and for the account of RSP.

1.2 In order to ensure adequate technical and marketing support to end users, eligibility to resell Products is subject to meeting certification requirements as described in the Program materials. RSP shall, throughout the entire term of this Agreement, comply with all of the requirements set forth in the Program materials.

1.3 RSP shall sell as a minimum target, one hundred thousand dollars (\$100,000) in Product on an annual basis. Sales will be monitored on a quarterly basis and reviewed with RSP to ensure RSP is capable of reaching the annual minimum target. If after four consecutive quarters, RSP has not sold Twenty Five thousand dollars (\$25,000) of Product, RSP may no longer qualify to participate as a RSC Partner.

1.4 RSP agrees to use its best efforts to promote and sell the Products, subject to the restrictions contained in Section 11, Compliance with Laws, hereof, only within Area of Marketing Responsibility. RSP acknowledges that it is a non-exclusive reseller of Products in its Area of Marketing Responsibility. Subject to the restrictions contained in Section 11, Compliance with Laws, hereof, RSP acknowledges that it may not sell Products to any customer whose principal place of business is outside of RSP’s Area of Marketing Responsibility; provided, however, that RSP may make “passive sales” to customers outside of its Area of Marketing Responsibility. For purposes of this Agreement, “passive sales” means responding to unsolicited requests from individual customers including delivery of Products to such customers and includes general advertising or promotion in media or on the Internet that reaches customers in other RSPs’ Area of Marketing Responsibility but which is a reasonable way to reach customers in RSP’s Area of Marketing Responsibility. RSP’s sales volume performance as a reseller of the

Products will be evaluated based only on its sales to customers whose principal places of business are in RSP’s Area of Marketing Responsibility. RSP’s use of its best efforts within the Area of Marketing Responsibility is essential to continuation of the Agreement.

### 2. Relationships

2.1. This Agreement shall be applicable to all RSP company-owned or franchise branch locations and/or remote sales and support offices.

2.2. RSP is an independent contractor engaged in purchasing Products for resale to its customers. RSP is not an agent, partner, employee, franchisee or legal representative of Relevant Security Corp. for any purpose, and has no authority to act for, bind or commit Relevant Security Corp.

2.3. RSP has no authority to make any commitment on behalf of Relevant Security Corp. with respect to quantities, delivery, modifications, interfacing capability, suitability of software or suitability in specific applications. RSP has no authority to modify the warranty offered with Products. RSP will indemnify Relevant Security Corp. from liability for any modified warranty or other commitment by RSP not specifically authorized by Relevant Security Corp.

2.4. RSP will not represent itself in any way that implies RSP is an agent, employee, legal representative, franchisee, partner or branch of Relevant Security Corp. RSP will change or discontinue any representation or business practice found to be misleading or deceptive by Relevant Security Corp. immediately upon notice from Relevant Security Corp.

### 3. Term, Limitations, Termination

3.1. The term of this Agreement is twelve (12) months from the date of acceptance by RSP and Relevant Security Corp. This Agreement shall automatically renew on each subsequent year for a one-year term, unless it is terminated earlier in accordance with this Agreement.

3.2. Relevant Security Corp. or RSP may terminate this Agreement (a) without cause at any time upon thirty (30)

days written notice or (b) with “Cause” (as hereinafter defined) at any time upon fifteen (15) days written notice, and (c) immediately as provided in Sections 10 and 11 of this agreement. Neither the expiration nor earlier termination of this Agreement shall release either party from any obligation which has accrued as of the date of termination. “Cause” shall mean (a) a party’s failure to cure any breach of a material provision of this Agreement within five (5) days after written notification from the non-breaching party of such breach; (b) RSP’s ceasing to function as a going concern, declaring bankruptcy, having a receiver for it appointed, or otherwise taking advantage of any insolvency law; (c) a party’s engaging in any act or failure to act related to the subject matter of this Agreement which is determined to be illegal or an unfair or deceptive trade practice in violation of any applicable federal, state or local law, or which in the opinion of counsel to a party constitutes such an illegal, unfair, or deceptive act or practice; (d) receipt of ongoing and uncured customer complaints which, in Relevant Security Corp.’s sole opinion, indicate that RSP is not achieving Relevant Security Corp.’s standards of total customer satisfaction; or (e) RSP’s attack of Relevant Security Corp.’s rights in the Trademarks (as defined herein), RSPs making any claim of ownership in the Trademarks, RSP’s making an unauthorized use of the Trademarks or RSP’s engaging in activities that damage Relevant Security Corp.’s reputation or goodwill or damage the Trademarks.

3.3 Relevant Security Corp. intends to review its distribution strategy and the terms and conditions of this Agreement on an ongoing basis.

3.4 Relevant Security Corp. may, from time to time, give RSP written notice of amendments to this Agreement. Any such amendment will automatically become a part of this Agreement thirty (30) days from the date of the notice, unless otherwise specified in the notice.

3.5 Upon expiration, non-renewal or termination of this Agreement, all interests in any accrued marketing funds will automatically lapse.

3.6 Upon termination or expiration of this Agreement, upon request by Relevant Security Corp., RSP shall, within fifteen (15) working days of such termination or expiration, deliver (at RSP’s expense) to such address as Relevant Security Corp. shall specify all Relevant Security Corp. property (other than the Products), including, but not limited to, all equipment, customer data, software items, catalogs, drawings, designs, engineering photographs, samples, literature, sales aids and any confidential business information and trade secrets of Relevant Security Corp. in RSP’s possession, along with all copies of such property.

#### 4. RSP Programs

4.1. Relevant Security Corp. may invite RSP from time to time to participate in the rebate, co-operative advertising and promotional programs offered by Relevant Security Corp. as part of the Program. RSP may, at its option, participate in such programs during the term of this Agreement. Relevant Security Corp. reserves the right to terminate or modify such programs at any time at its sole discretion.

4.2. RSP shall exert best efforts to market Products, and shall use all promotional materials supplied by Relevant Security Corp. It is RSP's responsibility to help its customers determine which system configuration would best serve their needs.

4.3. RSP shall have sufficient technical knowledge of Relevant Security Corp. products and technology in general, and will have access to all Relevant Security Corp. sales and technical training programs deemed by Relevant Security Corp. to be relevant to RSP's resale of Products.

4.4. Relevant Security Corp. does not represent that it will continue to manufacture any particular item or model of Product indefinitely or even for any specific period. In fact, Relevant Security Corp. specifically reserves the right to modify any of the specifications or characteristics of its Products, to remove any Product from the market, and/or to cease manufacturing or supporting it.

4.5. RSP is expected and encouraged to advertise and promote the sales of Products through all appropriate media including trade show exhibits, catalogs and direct mailings, space advertising, educational meetings, sales aids, etc. Relevant Security Corp. must approve all such materials that use Relevant Security Corp.'s name or trademarks. Relevant Security Corp. may, in its sole discretion, assist RSP in advertising and promoting Products.

#### 5. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, SHALL RELEVANT SECURITY CORP. BE LIABLE TO RSP OR ANY OTHER PARTY FOR ANY RE-PROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF RELEVANT SECURITY CORP. HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE.

#### 6. Use of Relevant Security Corp. Trademarks and Tradenames

6.1. RSP acknowledges the following:

6.1.a. Relevant Security Corp. owns all right, title and interest in the Relevant Security Corp. name and logotype.

6.1.b. Relevant Security Corp. is the owner of certain other trademarks and tradenames used in connection with certain product lines and software.

6.1.c. RSP will acquire no interest in any such trademarks or tradenames by virtue of this Agreement, its activities under it, or any relationship with Relevant Security Corp.

6.2. RSP will not adopt or use such trademarks or tradenames, or any confusing word or symbol, as part of its company name or allow such marks or names to be used by others.

6.3 In the advertising and promotion of the Products, RSP agrees to use the following trademarks of Relevant Security Corp.: RELEVANT SECURITY CORP., RSC, Real Privacy Management, RPM (logo), (collectively referred to as "Trademarks") as instructed in writing by Relevant Security Corp. during the term of the Agreement. RSP further agrees to include a statement that identifies that the Products are manufactured by Relevant Security Corp. in all advertising and promotional materials. Relevant Security Corp. hereby authorizes RSP to use and display the Trademarks, free of charge, in promotional and advertising materials directed to Resellers, solely to promote the sale of Products under this Agreement. This limited authorization shall not be transferable or assignable by RSP.

6.4. RSP shall submit all proposed uses of the Trademarks to Relevant Security Corp. for approval. Relevant Security Corp. may approve or disapprove any such proposed use in its sole discretion. Any proposed use that has not been approved within ten (10) business days by Relevant Security Corp. shall be deemed not approved. RSP shall depict the Trademarks only as depicted in artwork provided by Relevant Security Corp. RSP shall comply with all guidelines regarding the use of the Trademarks provided to RSP by Relevant Security Corp. Relevant Security Corp. may revise such guidelines from time to time in its sole discretion upon reasonable notice to RSP. From time to time, Relevant Security Corp. may reasonably request, and RSP agrees to provide, copies of materials bearing the Trademarks for purposes of verifying their quality and compliance with Relevant Security Corp.'s guidelines and the terms of this Agreement.

6.5. RSP will not make or permit the removal or modification of any Trademarks or tags, proprietary notices, labels, or other identifying marks placed by Relevant Security Corp. or its agents on the Products or associated packaging, manuals, or other associated materials.

6.6. RSP shall use its best efforts to avoid harming the reputation or goodwill of Relevant Security Corp., the Trademarks, Relevant Security Corp.'s other trademarks, the Products and Relevant Security Corp.'s other products.

6.7. All use of the Trademarks by RSP and the goodwill associated therewith shall inure to the benefit of Relevant Security Corp. RSP acknowledges that Relevant Security Corp. is the exclusive owner of the Trademarks and the use of the Trademarks by RSP does not convey to RSP any right, title or interest in or to the Trademarks. RSP has no claim or right in the Trademarks, or any other trademarks, service marks, or trade names owned, used or claimed now or in the future by Relevant Security Corp.. Without limiting the foregoing, RSP hereby assigns to Relevant Security Corp. all right, title and interest in the Trademarks, together with the goodwill attaching thereto, that may inure to RSP in connection with this Agreement or from its use of the Trademarks hereunder. At no time shall RSP challenge or assist others in challenging the Trademarks or the registration thereof (except where such a limitation is prohibited by local law) or attempt to register any trademarks, service marks or trade names confusingly similar to those of Relevant Security Corp.. RSP agrees that it shall not use the Trademarks as part of any product or service name, any trade name under which it conducts business, or as part of any domain name.

6.8. Infringement. If RSP learns of any infringement of the Trademarks or of the existence, use or promotion of any mark or design similar to the Trademarks, RSP shall promptly notify Relevant Security Corp. Relevant Security Corp. shall have the sole right and discretion to decide what legal proceedings or other action, if any, shall be taken, by whom, and how such proceedings or other action shall be conducted. Any legal proceedings instituted pursuant to this section shall be for the sole benefit of Relevant Security Corp. RSP shall, at the request of Relevant Security Corp., cooperate and assist Relevant Security Corp. in any such suit or action, provided that Relevant Security Corp. will reimburse RSP for all documented reasonable costs it incurs, including attorneys' fees.

6.9. RSP shall, at the request of Relevant Security Corp., cooperate and assist Relevant Security Corp. in the registration, maintenance and renewal of the Trademarks. RSP agrees to execute and deliver such documents as

necessary for Relevant Security Corp. to register RSP as a registered user or permitted user, or to withdraw RSP as a registered user or permitted user, of the Trademarks. RSP shall execute all papers reasonably requested by Relevant Security Corp. to affect further registration, maintenance and renewal of the Trademarks. Relevant Security Corp. will reimburse RSP for all documented reasonable costs, including attorneys' fees it incurs assisting Relevant Security Corp. in the registration, maintenance and renewal of the Trademarks.

6.10. At the expiration or termination of this Agreement, RSP shall immediately discontinue any use of the Relevant Security Corp. name or trademark or any other combination of words, designs, trademarks or tradenames that would indicate that it is or was a RSP of the Products.

## **7. Product Warranty**

7.1. The warranty terms and conditions will be as specified in the warranty and license terms, which accompany the Product.

7.2. RELEVANT SECURITY CORP.'S WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.3 RSP agrees to provide first level warranty and support services to its Resellers and Resellers' end user customers in accordance with Relevant Security Corp.'s then-current applicable Products Warranty Repair/Return procedure.

## **8. Software and Firmware**

8.1 The software license terms will be specified in the license agreement that accompanies the software shipment or is made available on Relevant Security Corp.'s Product web-site.

8.2 One or more components of the Products RSP purchases may contain firmware programs built into their circuitry. RSP's purchase of such Products includes a non-exclusive license to use and sub-license the firmware only as part of the Products and only under the following conditions: (a) Relevant Security Corp. (or its supplier) retains all title and ownership to the programs; (b) the firmware may not be copied, disassembled, decompiled or reverse engineered under any circumstances; and (c) RSP will only transfer possession of the programs in conjunction with a transfer of the Products.

## **9. Proprietary Information and the Products**

9.1 Relevant Security Corp. and RSP shall each exercise due diligence to maintain in confidence and not disclose to any third party any proprietary information furnished by the other to it on a confidential basis. Except in accordance with this Agreement, neither party shall use such information without permission of the party that furnished it. As used in this paragraph, “due diligence” means the same precaution and standard of care which that party uses to safeguard its own proprietary data, but in no event less than reasonable care. The provisions of this Section shall survive for five (5) years beyond the expiration, non-renewal or termination of this Agreement.

9.2 Except for the right to use the Products for the purposes provided herein which arises by operation of law, and except as expressly provided in the Agreement, nothing contained in the Agreement shall be deemed to grant to RSP, its Resellers or the end user customers of those Resellers either directly or by implication, estoppels or otherwise, any license or right under any patents, copyrights, trademarks, service marks, trade names, trade secrets or other intellectual property owned or controlled by or licensed to Relevant Security Corp. or any third party.

RSP shall not have any right to manufacture Products or to alter or modify the Products in any way.

#### **11. Compliance with Laws**

RSP agrees to comply with all laws and regulations applicable in the Area of Marketing Responsibility and in any area where RSP makes “passive sales” of the Products, including those dealing with the sale and distribution of the Products. RSP acknowledges that while Relevant Security Corp. determines what territory comprises RSP’s Area of Marketing Responsibility, Relevant Security Corp. does not represent or warrant that the Products may be sold or used in the entire territory constituting the Area of Marketing Responsibility and that it is solely RSP’s responsibility to determine for any area in which RSP makes sales of the Products (“Sales Area”) (a) whether a Product’s technology has been approved and/or certified by the necessary government regulatory authorities in the Sales Area, (b) whether a Product has been approved and/or certified by the necessary government regulatory authorities for operational use in the

Sales Area, (c) whether there are any licenses and/or permits required for the sale of use of the Product in the Sales Area and (d) the approved sales and distribution methods for the Products in the Sales Area. RSP acknowledges that Relevant Security Corp. has no liability whatsoever, including without limitation any Product repurchase obligation, to RSP or any end user if the terms of this provision described as “Compliance with Laws” are not complied with. RSP represents that it is not an employee, officer, or representative of any government

or any agency or other instrumentality of any government. RSP further agrees to inform Relevant Security Corp. of any change in its status or representation. An end user customer of a Product is solely responsible for obtaining any licenses, permits or other authorizations required by the Federal Communication Commission (“FCC”), Export Control or any other national, federal, state or local governmental agency. The end user customer is solely responsible for complying with applicable FCC rules and regulations and the applicable rules and regulations of any other national, federal, state or local governmental agency, including those relating to the use and operation of the Products and the technology contained therein.

#### **13. Miscellaneous**

Notices under this Agreement must be sent by telegram, telecopy or registered or certified mail to the appropriate party at its address/telecopy number stated on the signature page of this Agreement (or to a new address if the other has been properly notified of the change). A notice will not be effective until the addressee actually receives it.

This Agreement represents the entire agreement between the parties regarding this subject. This Agreement supersedes all previous oral or written communications between the parties regarding the subject, and, except as set forth in Section 3.4 of this Agreement, it may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this Agreement. Colorado USA law governs this Agreement. Relevant Security Corp. and RSP will attempt to settle any claim or controversy arising out of it through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Relevant Security Corp. and RSP within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and each party will share the costs of the mediation equally. By mutual agreement, however, Relevant Security Corp. and RSP may postpone mediation until the parties have completed some specified but limited discovery about the dispute. The parties may also mutually agree to replace mediation with some other form of non-binding alternate dispute resolution (“ADR”). Any dispute that the parties cannot resolve through negotiation or mediation within two (2) months of the date of the initial demand may then be submitted to a court of competent jurisdiction located in Colorado USA, for resolution. Both Relevant Security Corp. and RSP



consent to jurisdiction over it by such a court. The use of any ADR procedures will not be construed under the doctrine of laches, waiver or estoppels to affect adversely the rights of either party. Nothing will prevent either party from resorting to judicial proceedings if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and

irreparable injury to one of the parties or to others. RSP hereby acknowledges that if Relevant Security Corp. feels RSP is in any way causing harm to any of the Trademarks, Relevant Security Corp. is automatically entitled to the entry of an injunction by a court of competent jurisdiction restraining RSP from causing further harm to the Trademarks.

**IN WITNESS WHEREOF**, each party hereto has caused this Agreement to be executed in duplicate by its duly authorized representative:

Relevant Security Partner:  
By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Notice Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telecopy: \_\_\_\_\_

RELEVANT SECURITY CORP.:  
By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Notice Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telecopy: \_\_\_\_\_

Relevant Security Corp. Authorization Number: (for internal use only) \_\_\_\_\_

**EXHIBIT A  
AREA OF MARKETING RESPONSIBILITY**

The United States of America and U.S. Territories and U. S. Government Installations